The Solicitors' Journal.

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CURRENT TOPICS.

THE SUGGESTIONS received from the numerous public bodies and practitioners to whom the draft of the new Bankruptcy Rules was sent have received careful consideration; and the result will be seen in the revised rules, which, it is understood, will be issued, as finally settled, in the course of next week.

THE COURT OF APPEAL has intimated that when security for costs not exceeding £20 is directed to be given, the amount must be ordered to be paid into court, and not to be required by bond.

IT IS PROBABLE that before long the Stationery Office will occupy some of the rooms in the Royal Courts of Justice as a store, from which will be supplied the necessary stationery to all parts of the building.

ON WEDNESDAY and Thursday last the whole of the eighteen courts in the Royal Courts of Justice were occupied, and twenty-seven judges were sitting at one time. Only on one previous occasion have all the courts been in use on the same day.

THE DEATH of Mr. F. T. BIRCHAM will occasion deep regret to very many of our readers. Throughout a career of about half a century, Mr. BIRCHAM bore the reputation of an exceptionally able member of a class which, beyond doubt, comprises more able and acute men in proportion to its numbers than any other class—we mean the heads of the large London firms of solicitors. He combined with great capacity a cheeriness and humour not too frequent among men whose moments are precious. He was president of the Incorporated Law Society in 1874-75, and although at that time the annual provincial meetings of the society had only just commenced, and the president was consequently a less conspicuous person than at present, we believe it may safely be said that few, if any, of the presidents have worked harder for the society. He once remarked that during his term of office he wrote over 500 letters urging members of the profession to join the society; and, as a matter of fact, there was during his year of office an addition of nearly 200 members as against an average of about eighty for several previous years. In other ways also he showed great activity. After his presidency, his attention to the interests of his professional brethren continued, and at the provincial meeting last year he contributed a valuable paper on "Solicitors and the Public." To his good sense, tact, and influence in the council is due, in no small degree, the position which that body has attained as one of the recognized exponents of legal opinion on proposed changes in the law. Some of our readers may perhaps remember a speech delivered by him some years ago in which, after remarking that the council chamber in Chancery-lane was "not a bed of roses," and that the duties the council performed were in reality very onerous, he added, "I do not know that any one of them is more entitled to our consideration, and requires more careful watching, than when we should speak, and when we should hold our tongues." No one knew better than Mr. BIRCHAM when was the time to speak and when was the time to be silent; and the profession owes to him a debt of gratitude for the wisdom which he brought to the deliberations of the council. This debt, together with his great popularity, would, doubtless, have received some public acknowledgment on the occasion of his retirement from the profession at the end of last year; but his hatred of what he called "fussy importance" was so well-known that his retirement took place with few other manifestations than numerous private expressions of affectionate and sincere regret on the part of his brethren, and a short paragraph in these columns.

THE JUDGMENT of the Lord Chancellor, delivered in the House of Lords on Monday last, affirming the decision of the Court of Appeal in *Speight* v. *Gaunt* (31 W. R. 401), was confined rather closely to an examination of the facts of the particular case; probably because the general principles which govern cases of this kind were sufficiently explained by the great master of equity jurisprudence. "Moral necessity" alone will justify a trustee in acting by the hand of another or committing the trust estate to the custody of another; and this "moral necessity" was defined by Lord HARDWICKE as follows:—"Moral necessity is from the usage of mankind; if a trustee acts as prudently for the trust as he would have done for himself, and according to the usage of business, . . . the trustee is not answerable" (*Ex parte Belchier*, Ambl. 219). In that case Lord HARDWICKE held that, if a trustee, acting in the usual method of business, employs a broker, in good credit at the time, to sell a portion of the trust estate, and the broker fails while the produce of the estate is in his hands, the loss will fall on the trust estate. In like manner it follows from the principles thus laid down that a trustee employing a broker to purchase in the market stocks usually dealt with through brokers, and remitting to the broker trust money in accordance with the usual practice, will not, *in the absence of any circumstances showing negligence in the trustee*, be responsible for the failure of the broker. The questions in *Speight* v. *Gaunt* were — first, whether the stocks of municipal corporations directed by the trustee to be purchased were stocks usually dealt with through brokers. The Lord Chancellor thought that they were. "Securities of English municipal corporations," he said, "are from time to time bought and sold upon the London and some other Exchanges. The evidence in this case shows that the Four per Cent. Debenture Stock of the Leeds Corporation was so bought and sold, and the respondent did not know, and had, in my judgment, no reason to know, that the securities of the other corporations also, whether they might be stocks or debentures, were not also so bought and sold. That was a point as to which he might properly and reasonably determine to avail himself of the superior means of inquiry and information which, in the ordinary course of his business, a broker would possess. He was, therefore, in my opinion, entitled to give such instructions to a competent broker as he actually gave to Cooke in the present case, under which, if the securities in question were procurable by purchase on the Exchange, the broker might be expected so to procure them; and, if he procured them in any other way, he might also be expected, in the ordinary course and due performance of his duty, so to inform his principal." But it does not follow that, because the trustee was justified in employing a broker to buy the corporation stock, the trustee was justified in paying the money for the purchase to the broker. Hence arose the second question: were the circumstances such as to justify this payment? The Lord Chancellor held that if the broker employed by the trustee had entered into contracts with the several municipal corporations for direct loans to them by the respondent, and had reported to the respondent that he had done so, there would be no moral necessity, or sufficient practical reason, from the usage of mankind or otherwise, for payment of the money to the agent; there would be no difficulty or impediment arising from the usual course of such business in the way of its passing direct from the lender to the borrower in exchange for the securities; and he added that "if it should be found convenient to send it by the hand of a broker, or of any other messenger or agent, this might be done by a cheque made payable to the borrower or his order, and crossed, as is usual in direct dealings between vendor

and purchaser, debtor and creditor, when payments of considerable amount have to be made." But in the recent case the bought-note stated that the purchase of the securities was made according to the rules of the London Stock Exchange; the trustee was entitled to give credit to this representation, and according to the regular course of business on the London Stock Exchange the money passes through the hand of the broker.

THE "UNFORTUNATE and rather painful case" of *Clew and another* v. *Hale*, in which, by a mistake of magistrates, a respectable woman was sentenced illegally to hard labour, and the magistrates were consequently sued for damages, has now, we suppose, been terminated by the decision of the Queen's Bench Division (Lord COLERIDGE, C.J., and MATHEW, J.), that the damages awarded by the jury (£150) ought not to be reduced. Both the facts and the law of the case are not a little curious. The plaintiffs were a labourer and his wife, and the wife had been convicted (upon evidence which we will assume to have been sufficient) of selling beer without a licence, contrary to section 3 of the Licensing Act, 1872, (by which a person convicted of that offence is liable "for a first offence to a penalty not exceeding £50, or to imprisonment with or without" hard labour for a term not exceeding one month), and sentenced to pay a fine, or in default to be imprisoned with hard labour. It was held, however (see *In re Clew*, 30 W. R. 704, L. R. 8 Q. B. D. 511), by the Queen's Bench Division, that the Act, though it authorized either fine or imprisonment, did not authorize imprisonment in default of payment of a fine. The conviction being quashed upon this difficult point of law, both husband and wife sued the convicting justices. The common law right of action in such a case is much cut down by one of Jervis's Acts (11 & 12 Vict. c. 44). By section 1 of this Act, in any action against a justice for an act done within his jurisdiction, it is necessary, for the plaintiff to succeed, to prove that the act complained of "was done maliciously, and without reasonable and probable cause." By section 2, "for any act done by a justice of the peace in a matter of which, by law, he has not jurisdiction, or in which he shall have exceeded his jurisdiction, any person injured thereby, or by any act done under any conviction made by such justice in any such matter, may maintain an action, without having to prove malice or the absence of reasonable and probable cause, against such justice after the conviction shall have been quashed." However hard it may seem upon the convicting justices, it seems impossible to argue that the mistake committed in Mrs. CLEW's case came within section 1, and not within section 2, of Jervis's Act, notwithstanding the liberal construction of that section suggested by Chief Justice JERVIS himself, three years after the passing of the Act, in *Rate* v. *Parkinson* (30 L. J. M. C. 208), in which he said that the words "exceeding his jurisdiction" in the section "means doing something which the justice could, by no possibility, have a legal right to do." Upon reference to *In re Clew* we find that the mistake arose "from the justices or their clerk having used a printed form which is given in the schedule to the Summary Juisdiction Act, 1848, but which is not applicable to section 3 of the Intoxicating Liquors Licensing Act, 1872." This is a mistake which cannot be said to have arisen from anything like gross negligence, and we cannot but think that power might be given to some independent authority to allow damages recovered in cases of this kind to be paid out of the county rates. That £150 was excessive damages for an illegal imprisonment, *with hard labour*, for a month, it is impossible to say.

THE CASE of *Re Sherry, London and County Bank* v. *Terry* (reported elsewhere), deserves the careful consideration of bankers. There were two guarantees, both in the common form of continuing guarantees of current accounts without any proviso for determination on notice; the first, a joint and several one, by SHERRY and another person for £150, and the second by SHERRY alone for £400. The point was as to the liability of SHERRY's representatives; no question was raised with reference to the position of the co-surety on the first guarantee, and the case was argued solely on the question whether the subsequent payments by the customer TERRY had or had not been appropriated by him or the bank to the so-called new account. It was admitted on both sides that the guarantee ceased at SHERRY's death as to subsequent advances; we may therefore assume, although there was no evidence to that effect before the Vice-Chancellor, that SHERRY's representatives gave notice of his death to the bank. It has been decided (*Coulthart* v. *Clementson*, 28 W. R. 355, L. R. 5 Q. B. D. 42; *Lloyd's* v. *Harper*, 29 W. R. 452, L. R. 16 Ch. D. 290; *Beckett* v. *Addyman*, L. R. 9 Q. B. D. 783) that a continuing guarantee, in the absence of express provision, is revoked as to subsequent advances by notice of the death of the guarantor; and it is to be presumed that the executors would hasten to avail themselves of the protection thus afforded by giving such a notice. It was clearly part of their case that they were not liable for subsequent advances, and the plaintiffs would not have made the admission had they been able to dispute the fact. The effect of the decision, therefore, in the case before us appears to be this: that, where a continuing guarantee of a current account has been given to a bank, and the surety dies, the bankers, if they wish to reap the full benefit of their security, must, immediately on receiving notice of surety's death, close the account, and call upon his representatives to make good the deficit; and that neither they nor their customer can, by closing the old account and opening a new account, without the consent of the representatives of the surety, appropriate subsequent payments by the customer, so as to diminish the overdraft on the new account, whilst the surety's estate still remains liable for the amount guaranteed on the old account. If the bankers do not act in this way, the estate of the guarantor will not be affected by subsequent losses sustained by them on a new account, although it will derive the full benefit of all money received by the bankers in respect of such new account.

MR. CHAMBERLAIN'S proposals in relation to the housing of the poor seem to travel beyond the existing law chiefly in the direction of visiting the owners of unfit houses with heavier penalties, and of charging the expense of re-building upon owners instead of occupiers. It is already law (see Public Health Act, 1875, ss. 91, 97, 104; Nuisances Removal Act, 1855, ss. 8, 13) that houses so overcrowded as to be unhealthy may be dealt with as nuisances, and that the use of them may be prohibited, and also (see Artizans and Labourers' Dwellings Act, 1868) that such houses may even be demolished. It is also law (see Act of 1868, ss. 17, 19) that local authorities may make, at the expense of owners, such alterations and repairs as "are in conformity with a specification, and to the satisfaction of the surveyor or engineer appointed by them," without being compelled to acquire the property. The deduction from compensation money proposed "by way of fine for misuse of property" appear to be already, at least in some measure, enjoined upon arbitrators by section 3 of the Artizans and Labourers' Dwellings Improvement Act, 1879. With regard to the amount of compensation allowance for compulsory sale, this is prohibited by section 19, sub-section 2, of the Act of 1875, and for prospective value by section 9 of the Act of 1882. The arbitrator appears to be already "official," for he is appointed (see article 4 of the schedule to the Act of 1875) by the "confirming authority," on the application of the local authority. The proposal that no appeal should be allowed is an extension of the Act of 1875, which, as amended by the Act of 1882, already prohibits appeals unless the compensation awarded exceeds £1,000. The principal amendment suggested by Mr. CHAMBERLAIN is that the cost of improvements (for so we understand his sixth and seventh proposals) is to borne by a special rate upon owners (as we ourselves suggested in our article last week), for he says that on his scheme improvements on a large scale could be undertaken without any additional burden upon rated occupiers. This is a reversal of the policy which has obtained in rating legislation ever since the Act of Elizabeth; but it is a reversal which was suggested in part by the Duke of Richmond's Commission upon Agriculture, and would obviously operate less oppressively upon the owners of urban, than upon the owners of agricultural, land.

IT IS SOMEWHAT of a mystery how the objection which was raised by the court in *Re Palmer, Skipper* v. *Skipper* (32 W. R. 83)—that a defendant applying to have an action dismissed on the ground of the non-appearance of the plaintiff, must prove that

he (the defendant) had been served with notice of trial—could ever arise. When an action is called on in court, the plaintiff who requires to have a judgment against an absent defendant must, of course, prove that the defendant has been duly served with notice of trial; but when, as in the recent case, the plaintiff is not present, and the defendant is, the fact that the action is in the paper has always been taken as *primâ facie* proof that the plaintiff, who sets down the action, has given notice of trial. Mr. Justice FRY'S requirement, in *Cockle* v. *Joyce* (26 W. R. 41, L. R. 7 Ch. D. 56), of an affidavit from the defendant, where the plaintiff did not appear, that he (the defendant) had been served with notice of trial, was not followed by him in *James* v. *Crow* (26 W. R. 256, L. R. 7 Ch. D. 410.

THE MOMENTOUS QUESTION of the wearing of bands has been brought under the consideration of the Scotch Bar. It seems to be admitted that bands were formerly worn in Scotland as in England, but they are supposed to have dropped out of use some time in the last century. They are still worn by Scotch advocates when practising before the House of Lords; but in Scotland advocates wear only the white necktie, while the judges, and also the Dean of Faculty, are attired in a courtly kind of cravat. Last week a meeting of the faculty was held to consider a resolution that the wearing of bands in all the courts should be resumed. To this the "previous question" was moved, and was carried by a majority on a show of hands. The chief supporter of the existing practice (whose name we shall not record) is reported to have argued that there was danger of bands being kept too long from the washerwoman, and still more, of their being used to conceal from public criticism the defective state of the shirt-front.

THE NEW BANKRUPTCY ACT AND WRITS OF *ELEGIT*.

DEEPLY buried in the "supplemental provisions" of the new Bankruptcy Act lie two short sections which do not relate exclusively to the law of bankruptcy, but effect a highly important alteration in the general law of judgments. Why they were thus secreted among the numerous clauses of that elaborate measure it is not difficult to guess. Four or five lines of print were probably considered too insignificant to sustain the dignity of such a "short title," as "The Statute of Westminster the Second, Amendment Act, 1883"; and, moreover, might have provoked discussion, which is the very last thing to be desired in the case of Government measures. Possibly, the Legislature (*i.e.*, the draftsman of the Bill) may have considered that a judgment debtor was near of kin to a bankrupt, and an execution only the prelude to a petition; and that, accordingly, a Bankruptcy Bill was an appropriate home for these wandering clauses. In this we do not agree. The sections to which we are about to refer have a much wider application than the law of bankruptcy; and, unless the object was to conceal their existence as long as possible, might have been better placed than between a section on stamp duty, and another relating to the removal of a bankrupt trustee. Whatever may have been the motive of placing them where they are, they are worthy of careful attention. In the following observations we wish to show that two questions of grave importance, apparently overlooked by "the Legislature," arise upon the construction of these sections when read with the Rules of Court relating to execution. The text of these sections of the Bankruptcy Act is as follows:—

"145. Where the sheriff sells the goods of a debtor under an execution for a sum exceeding twenty pounds (including legal incidental expenses), the sale shall, unless the court from which the process issued otherwise orders, be made by public auction, and not by bill of sale or private contract, and shall be publicly advertised by the sheriff on and during three days next preceding the day of sale.

"146. (1.) The sheriff shall not under a writ of *elegit* deliver the goods of a debtor, nor shall a writ of *elegit* extend to goods.

"(2.) No writ of *levari facias* shall hereafter be issued in any civil proceeding."

It is with section 146 (1), which abolishes the proceeding against goods and chattels by way of *elegit*, that we are now concerned; and we may, in passing, be permitted to express our hearty concurrence in the abolition of that "absurd anachronism," as it was termed by Lord Justice James in the case of *Ex parte Abbott* (29 W. R. 143, L. R. 15 Ch. D. 456). The first difficulty which calls for observation relates to the question whether this section applies to current writs.

Under the Rules of Court, 1883, ord. 42, r. 20, a writ of execution (which includes *elegit*, rule 8), if unexecuted, shall remain in force for one year only from its issue, unless renewed as thereby provided. The Bankruptcy Act comes into operation on the 1st of January, 1884, so that up to the last day of the present year writs of *elegit* will continue to be issued in the form prescribed by Appendix H. These writs may be executed without renewal at any time within a year from their issue. When they are placed in the hands of the sheriff he will find them in direct conflict with the enactment which has been quoted. Which is he to obey? "Victoria, by the grace of God," &c., commands him without delay to cause to be delivered to the judgment creditor by a reasonable price and extent all the goods and chattels of the judgment debtor in his bailiwick, except his oxen and beasts of the plough; the statute, on the other hand, expressly forbids him to do any such thing. The sheriff is undoubtedly placed in a position of considerable difficulty, his duty depending on a "nice" point of construction. It would be rash to hazard a positive opinion, but we incline to the view that the Act prohibiting the delivery of the goods does not retrospectively affect such writs as shall have been already issued when it comes into operation; and that, accordingly, the duty of the sheriff will be to obey the writ and disregard the statute. Our conclusion is founded on the following considerations. A judgment creditor's right to delivery of the goods of his debtor under an *elegit* depends on the words of the Statute of Westminster the Second (13 Edw. 1, c. 18), "all the chattels of the debtor, saving only his oxen and beasts of the plough"; and these words of the ancient statute are expressly repealed by section 169 and the 5th schedule of the Bankruptcy Act, 1883. The express repeal is, however, qualified by several clauses, any one of which would seem to be sufficient to save the operation of a writ already issued under the Statute of Westminster. Thus, section 169 (2) enacts that, "The repeal effected by this Act shall not affect (*a.*) anything done or suffered before the commencement of this Act under any enactment repealed by this Act; nor (*b.*) any right or privilege acquired, or duty imposed, or liability or disqualification incurred, under any enactment so repealed; . . . nor (*d.*) the institution or continuance of any proceeding or other remedy, whether under any enactment so repealed, or otherwise for ascertaining any such liability or disqualification." It is not, perhaps, wise to rely implicitly on the terms of a saving clause of this description, and it must be remembered that the prohibition in section 146, "The sheriff shall not under a writ of *elegit* deliver the goods of a debtor," is not directly subject to the qualifications of the above clause, and seems, *primâ facie*, to lay down an inflexible rule for the conduct of sheriffs in respect of all *elegits* after the 1st of January, 1884.

The point which we have just been discussing is, at the worst, a passing evil; that to which we now turn is of a more serious character, for it cannot be cured without an amendment of the Rules of Court, or possibly without fresh legislation.

The prescribed forms of the writs of *fieri facias* and *elegit* are contained in Appendix H. of the new rules; the former comprising goods and chattels, the latter both goods and chattels and lands, tenements, &c. Now, the effect of the 146th section of the Bankruptcy Act is to make the writ of *elegit* for the future apply to lands, tenements, &c., only, and not to goods and chattels. Thus, we have *fieri facias* confined to goods and chattels, *elegit* confined to lands, tenements, &c. And it is clear that, to reach all the property of his debtor, the judgment creditor must issue writs of *both* descriptions. Can he do this under any circumstances? An answer in the negative seems to be given by order 42, for, by rule 17 of that order, it is laid down that, "Every person to whom any sum of money or any costs shall be payable under a judgment or order shall, so soon as the money or costs shall be payable, be entitled to sue out one or more writ or writs of *fieri facias*, *or* one or more writ or writs of *elegit*, to enforce payment thereof."

The word "or" which we have italicised shows that the creditor has an alternative, but cannot sue out writs of both kinds to enforce the same judgment. The reason of the rule is obviously this, that under the present law it would be absurd to place in the hands of the same sheriff one writ commanding him to sell the goods under a *fieri facias*, and another commanding him to deliver them

to the creditor under an *elegit*. The two remedies are inconsistent, and the sheriff could not obey them both. After the 1st of January, 1884, however, the same reason will no longer apply; and a creditor will not be able to enforce his judgment against all the property of his debtor, as he has hitherto been able to do under a writ of *elegit*, unless he can obtain both a writ of *fieri facias* and a writ of *elegit*. This, it seems, under the present rules, he cannot do; and it follows that the judgment may be unproductive, although the debtor has extendible property. Whether the creditor could, under such circumstances, obtain "equitable execution" is a question which we have not on the present occasion space to consider.

ACKNOWLEDGMENT BY MARRIED WOMAN CONVEYING AS EXECUTRIX.

It is a curious coincidence that while we were last week making some remarks upon the defects of the Married Women's Property Act, we should print this week a letter from a correspondent pointing out an omission in that Act which has led to the widest possible divergence of professional opinion upon a not unimportant point of practice, requiring at least one judicial decision for its satisfactory settlement. Our correspondent desires information as to the necessity for acknowledgment of the transfer of a mortgage, such transfer being made by a married woman in the capacity of executrix, her title as executrix (so we understand our correspondent) having accrued since the commencement of the Act.

This question is only one of several arising under section 30 of the Conveyancing Act, 1881, which, as the reader will remember, enacts that where an estate or interest of inheritance, or limited to the heir as special occupant, in any tenements or hereditaments, is vested *on any trust or by way of mortgage*, in any person solely, the same shall, notwithstanding any testamentary disposition, devolve to and become vested in his personal representatives from time to time, in like manner as if the same were a chattel real vesting in them. The Married Women's Property Act, by a sort of side-ways or crab-like process of the kind which is so dear to it, seems to enable a married woman, without the consent of her husband (which was formerly necessary), to take out probate or administration and to become a trustee; enacting (section 1, sub-section 2) that "a married woman shall be *capable of entering into* and rendering herself liable in respect of and to the extent of her separate property on *any contract*"; and (section 24) that "the word 'contract' in this Act shall include the acceptance of any trust, or of the office of executrix or administratrix." It is true that the words which, in section 1, sub-section (2), stand between those which we have placed in italics, suggested a doubt, whether the scope of the enactment might not be restricted to limiting the extent of the liability incurred by her under a contract properly so called, without at all affecting the necessity for the husband's consent to her entering into "contracts" of the peculiar description referred to at the telescopic distance of section 24. But since the chief reason for insisting upon the husband's consent was the fact that he would, previously to the Act, have been liable for her misfeasance, and since this liability seems to be sufficiently guarded against by the concluding words of section 24, it has been held (*In the Goods of Harriet Ayres*, L. R. 8 P. D. 168) that the husband's consent is no longer necessary; thus securing to the Act the double triumph of having enacted something in the most roundabout way possible, and having at the same time raised a doubt, calling for judicial decision, as to whether the thing had really been enacted after all.

It being established that married women may now, without the consent of their husbands, become executrixes and administratrixes (or whatever is the plural of those elegant words), we may reasonably suppose that a certain increase (though probably not at an alarming rate) is likely to take place in the number of those who will do so in future; and, since some of them will certainly be called upon to convey, re-convey, and transfer trust and mortgage estates and mortgages becoming vested in them by virtue of section 30 of the Conveyancing Act, 1881, above cited, the question naturally arises whether such conveyances, re-conveyances, and transfers will require acknowledgment in cases where acknowledgment would have been necessary before the Married Women's Property Act. Section 18 of the Act, which deals with conveyances of certain specified kinds of personal property made by a married woman as executrix, &c., does not touch the question in its relation to conveyances of real estate. That the efforts of the Act to perplex this question have met with complete success may be seen at a glance from the following passages.

Messrs. Wolstenholme and Turner, whose authority, as we need hardly remind our readers, is exceedingly high, in the 3rd edition of their work on the Conveyancing Acts, which includes the Married Women's Property Act, express, in a note at p. 148, on section 1, sub-section (1), of that Act, the following opinion:—

"Though . . . the wording of section 18 is rather deficient, it seems reasonably clear that this sub-section [*i.e.*, section 1, sub-section (1)] and sections 2 and 5 include all trust property. The words are, in strictness, only applicable to property of which she is beneficial owner; but, as she is liable separately on contract or in tort, and her husband need not be a party to any action (sub-section 2), the same reasoning applies as in *Bathe* v. *Bank of England* (4 K. & J. 564)."

On the other hand, Messrs. Key and Elphinstone, in the 2nd edition of their very excellent Compendium of Precedents in Conveyancing (vol. 1, p. 861), take the opposite view:—

"The late Act *primâ facie* relates only to property to which a married woman is beneficially entitled, and not to property of which she is only a trustee (except section 18, which is confined to stocks, shares, &c.), so that a deed acknowledged with the concurrence of the husband appears to be still necessary, or, at any rate, could not prudently be dispensed with, to pass an interest in land vested in a married woman (whether married before or after the Act), as a trustee (not being a bare trustee within the Vendor and Purchaser Act, 1874, s. 6) in all cases in which it would have been necessary before the Act."

The latter opinion is also adopted by the editor of the 5th edition of Griffith's Married Women's Property Acts:—"So far as she is a trustee of *real* estate, it is submitted that the concurrence of her husband by deed acknowledged will, as hitherto, be required to enable her to transfer the legal estate; and also to give a receipt for purchase-moneys of real estate sold by her as trustee, or to deal with it in any way in which, before this Act, she could not deal with it, without his concurrence" (p. 119).

What practical conclusion should be drawn from this conflict of opinions will, we think, be clear, so soon as we remember what is the practical question before us. The question is not, Which opinion is, on the whole, the more likely to turn out to be right? but, Is the opinion, that acknowledgment and the husband's concurrence (which practically go together) are unnecessary, so clearly the right view of the Act's meaning, that these formalities, which will give absolute safety on either hypothesis, can prudently, in the absence of judicial decision, be dispensed with? We anticipate that our readers will have little hesitation in replying in the negative to this question.

Though we acknowledge the ingenuity of the parallel drawn by Messrs. Wolstenholme and Turner between some of the reasoning of Lord Hatherley, when Vice-Chancellor Page-Wood, in *Bathe* v. *The Bank of England*, with reference to some analogous provisions contained in the Divorce and Matrimonial Causes Act (20 & 21 Vict. c. 85), it must be remembered that, in that case, the married woman was not only executrix, but also residuary legatee, and so beneficially entitled. And though we should be by no means surprised if the opinion of those learned authors, even in cases where the married woman has no beneficial interest whatever, should in the event be confirmed by judicial decision, yet we should not think it the part of a prudent man to act in reliance upon this anticipation.

It is reported that petty robberies have become exceedingly prevalent in the Royal Courts of Justice, and that not only many of the officials permanently settled in the building, but even the judges, have suffered losses in this way. It is to be hoped the matter will be thoroughly investigated by the authorities, as, when once the thieves find they get off with impunity, they may cease to limit their depredations to such unconsidered trifles as articles of clothing, &c., and may attempt plunder in the shape of valuable documents and stamps.

The Civil Service Commissioners are about to hold an examination for six additional assistant examiners to the staff of the Patent Office, at a salary commencing at £250, and rising by £37 10s. triennially to a maximum of £400 per annum.

RECENT DECISIONS.

(*In re Stonor's Trusts*, L. R. 24 Ch. D. 195.)

It is perhaps difficult to find plausible grounds of reason upon which to impugn the decision of Mr. Justice Pearson in this case; and yet we are strongly inclined to suspect that it will come as a surprise—perhaps as a disappointment—upon the authors and promoters of the Married Women's Property Act, 1882. In a settlement made on the marriage of a lady in 1862, there was contained an agreement and declaration that, in case any sums of money, &c., to the amount of £500 and upwards, "other than and except interests which should be restricted for the life of the wife, or, whether so restricted or not, should be settled and limited to her separate use and disposal," should, during the coverture, come to the wife or husband in her right, such sums should be brought into the settlement. By a will made in 1860, the mother of the lady in question bequeathed the residue of her personal property to the lady in question absolutely. The testatrix died after the coming into operation of the Married Women's Property Act. The net residue had been paid into court, and the lady and her husband presented a petition, asking in the first instance for the payment out of it to her on her separate receipt. The petitioners contended that the effect of section 5 of the Married Women's Property Act, 1882, is precisely the same as what would have been the effect of a declaration of separate use in the will of the testatrix; and that since the latter declaration would undoubtedly have entitled the lady to have the money paid out to her on her separate receipt, so also ought the provisions of the Act to have the like result. But Mr. Justice Pearson pointed out that the 19th section of the Act provides, that "nothing in this Act shall *interfere with or affect* any settlement or agreement for a settlement made or to be made, whether before or after marriage, respecting the property of any married woman." Now, if the Act had not been passed, all other things remaining the same, the money would undoubtedly have gone to the husband in right of his wife, and would, therefore, undoubtedly have passed to the trustees of the settlement. How, therefore, could it be said that this settlement was not "interfered with or affected" by the Act, if the Act was allowed to have the effect of handing the money over to the married woman?

We are informed that there is no foundation for the statement that the Supreme Court of Judicature (District Courts) Bill was drafted by or for the Lord Chancellor, or that it was circulated by his lordship's direction. It is a Bill which was introduced into the House of Commons by private members, without the Lord Chancellor's cognizance; and any circulation of a reprint of it at the present time has taken place on the sole responsibility of the authors of the Bill.

At the close of the Aylesbury County Court on Wednesday week, Mr. Whigham, the judge, said:—The times seem to be at hand when the county courts, re-constructed in 1846-7, are to be restored, and reinstated, as in their original Saxon adaptation—namely, as courts of "first resort," or, as the Norman title or name expressed it, "courts of first instance." I hope shortly to see them incorporated and forming part of the High Court of Justice, as now established, and the judges of the county court taking rank next after the junior puisne judge of the High Court of Justice, with some style or title as "judges of the courts of first resort," or "first instance," with precedence amongst themselves in the order of seniority of appointment. With reference to the bankruptcy proceedings disposed of in 1882 by the county courts, the figures in the return are almost overwhelming. Declarations by debtors of their inability to carry on their business (a modest number), 144; petitions for adjudication, 901; debtors' summonses, 1,107; petitions for composition or for liquidation, 8,020; in all, 10,172 proceedings. The failure of the Bankruptcy Act of 1869 was occasioned by, in a great measure, leaving the creditors themselves, or their delegates, to initiate and conduct the proceedings for getting in and distributing the debtors' estates. It was supposed that, as the creditors were the persons most deeply interested in realizing and distributing the assets, they would be the most efficient administrators in conducting the proceedings. Professional—that is, legal—interference was discountenanced. The creditors, instead of attending to their interests themselves, as it was expected they would, appointed agents. The agents, having got the matter into their own hands, invented and multiplied proceedings to justify their charges in large bills for costs, to the almost entire absorption of the assets in the estates. It is to be hoped that the Bankruptcy Act about to come into operation will effect an administrative remedy with a resulting benefit to the trading community and credit to the efforts of the Legislature.

REVIEWS.

THE BANKRUPTCY ACT, 1883.

THE BANKRUPTCY ACT, 1883, WITH NOTES AND AN INTRODUCTORY CHAPTER, AND AN APPENDIX, CONTAINING THE OFFICIAL ORDER, CIRCULARS, AND FORMS. By THOMAS BRETT, Barrister-at-Law. Butterworths.

THE BANKRUPTCY ACT, 1883, WITH SHORT NOTES, GIVING CROSS-REFERENCES AND REFERENCES TO CORRESPONDING PROVISIONS OF THE OLD STATUTES; AN INTRODUCTION SHOWING THE CHANGES EFFECTED; AN ANALYSIS OF THE ACT; AND A FULL INDEX. By GEORGE G. GRAY, Barrister-at-Law. Stevens & Sons.

THE STUDENT'S GUIDE TO THE LAW AND PRACTICE UNDER THE BANKRUPTCY ACT, 1883, WITH AN INTRODUCTORY CHAPTER SHOWING THE CHANGES EFFECTED IN THE LAW AND PRACTICE BY THE NEW ACT. By WILLIAM J. S. SCOTT, Solicitor. Clowes & Sons, Limited.

As might have been expected, the new Bankruptcy Act has become a fruitful topic for comment, and the number of works upon the subject already published or announced as in preparation is very considerable.

Mr. Thomas Brett's book, the first of the works mentioned above, fully sustains the reputation which its author has attained as a legal commentator, and will be found very valuable by practitioners in facilitating the process of acquiring a knowledge of the provisions of the Act and marking the changes effected thereby. Care seems to have been taken in the introductory chapter, and also in the notes to the various sections, to point out the alterations effected; and a special feature of the book is the careful references to cases decided upon corresponding provisions of former Acts. This part of the work reflects great credit on the research and discrimination of the author. The book is probably the most complete treatise on the new Act yet published. When it comes to a second edition, we may suggest that the author should revise some of the notes which are either incomplete or open to question. We will only refer to two instances which have occurred to us on a perusal of the work. In a note to section 16, sub-section 2, referring to the statement of affairs to be furnished by a debtor, whether under the petition of the debtor or of a creditor, he states that, "in the former case, it *must* be submitted to the official receiver within three days; in the latter within seven days, from the date of the order, unless the court grant an extension of time." It would appear from this sentence that an extension of time can only be granted in the case of a creditor's petition; but this is not so, the words of the sub-section being, "But the court may, *in either case*, for special reasons, extend the time." On section 26, also, he states that the "section corresponds substantially with section 85 of the Bankruptcy Act, 1869," and points out some alterations therefrom; but he omits to note what appears to us to be the most important alteration of all—viz., with regard to the limitation of time, which, in the Act of 1869, was "not exceeding three months *from the date of the order of adjudication*," the words in italics being omitted from the new section.

Mr. Gray's work is not of so elaborate a character as that of Mr. Brett. In the preface he states that he "has not attempted to expound the provisions of the Act, being of opinion that any compromise between this introductory work and the exhaustive treatise in preparation, would be unsatisfactory; and a work must necessarily, until general rules are framed, be incomplete." The book, therefore, must be taken as only preliminary to the issue of a complete treatise on the law of bankruptcy after the rules have been issued. The introductory chapter deals very succinctly with the alterations in the law effected by the Act, and also contains three pages of criticisms upon the imperfect or inaccurate wording of some of the sections. The chief feature of the work consists of the presentation of the contents of the Act in a sort of tabulated form or analysis, dividing and setting out the provisions of each section by the use of "different types, spacing, brackets, grouping, asterisks, separate lines, additional and different kinds of numerals, re-arrangement of sentences," &c., so as to enable the reader more readily to grasp the effect than he might be able to do by a perusal of the section itself. This, the author informs us, is "a form to which he has been in the habit, for his own reference, of reducing new Acts, and which he, having found of considerable assistance, believes may be useful to others. The Index to the Act contained at the end of the book is to be commended.

Mr. Scott's work is written for law students, and consists of a short introductory chapter epitomizing the changes effected by the Act, followed by a series of questions and answers on the various provisions, stated in a manner familiar to most students who aspire to pass the examinations of the Incorporated Law Society, and by appendices giving a table of the times required or limited by the Act for different proceedings, "a table showing nature of resolutions necessary in particular cases," and the sections of the Act not fully

dealt with in the questions. The class for whose use the work is intended will find it useful as an introduction to the provisions of the new Act.

CORRESPONDENCE.

ACKNOWLEDGMENTS BY MARRIED WOMEN.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I should be glad to know what is the understanding of the profession as to necessity for acknowledgment on transfer of mortgage by executrix.

Mr. Wolstenholme and Messrs. Key and Elphinstone appear to be exactly opposed on this point. SUBSCRIBER, ESSEX.

Dunmow.

THE NEW PRACTICE.

SIGNATURE OF COUNSEL FOR FEES.

As will be seen from the report elsewhere of *Perks* v. *Gillott*, Mr. Justice Chitty has held that the rule requiring the signature of counsel for fees is not retrospective. Since our last issue we have received a letter from an eminent Queen's Counsel, who is good enough to remark that we ought not to be ignorant that "Queen's Counsel and serjeants have always had the privilege (?) of signing with their initials only, not merely in the case of fees, but their indorsements on briefs, draft opinions, and all other documents except opinions and awards, which they had to sign *as such*, the reason generally given being that they were supposed to be sufficiently well known for their initials to be recognized by the masters, registrars, taxing officers, &c., who, of course, could not be supposed to have a similar acquaintance with the handwriting of the whole bar. The Lord Chief Justice in the decision referred to has merely given effect to an immemorial rule of practice." Our learned correspondent is, of course, perfectly correct in his statement, and he seems to have overlooked the fact that the practice he details was expressly stated to be customary in our report of the case. But the matter we were discussing was not the former practice, but the practice which ought to prevail under the new rule. The master had refused to receive the initials of a Queen's Counsel; considering that under the new rule all counsel should be treated alike; the court in effect restored the old custom, which might have had some foundation when Queen's Counsel were few in number, but which, now that they number somewhere about two hundred, seems to us to have very little ground of reason.

JUDGES' NOTES.

On Wednesday last, on a case in the new trial paper being called on, being a motion for a new trial under the new rules, it appeared that the copy of the judge's notes had not been prepared. On inquiry, it was found that the party moving had applied to the judge's clerk for a copy of the notes, and paid the fee on the preceding Thursday, but that the clerk had not prepared it. Mr. Justice Day, upon this, made the following statement as to the practice on such motions: "It appears that in this case neither the party moving nor the judge's clerk was in fault. Under the former practice the clerk had no right to issue the notes until a rule *nisi* had been granted. The present case being a motion under the new rules, no rule *nisi* of course had been granted, and, therefore, the clerk refused to issue the copy asked for. He was quite right in doing this, for he must in no case issue the copy without the order of the court, but it would have been better if he had prepared the copy. It seems to me that the proper practice is that, as soon as the party moving has served notice of motion, he should satisfy the clerk of this, ask to have the notes copied, and pay the fee; and that upon this the clerk should at once prepare a copy of the notes that it may be ready if the court should require it on the hearing of the motion, but the clerk should not issue the copy in any other manner."

NOTICE TO ADMIT FACTS.

ATTENTION should be drawn to a decision of Mr. Justice Field at chambers in a case of *Crawford* v. *Chester*, reported below. A notice to admit facts under ord. 32, r. 4, was given before a statement of defence had been delivered. The master struck it out on the ground that it was premature and embarrassing. Mr. Justice Field pointed out that there was no power to do so; the remedy intended by the rules is that the notice should be left unanswered. If the refusal to admit is reasonable, the party refusing will suffer nothing from having the notice served on him.

PRACTICE—NON-APPEARANCE OF RESPONDENT—MOTION—AFFIDAVIT OF SERVICE—TIME FOR PRODUCTION—ORD. 38, R. 19.—In a case of *Jones* v. *Bartholomew*, before Pearson, J., on the 26th ult., the question whether an affidavit of the service of a notice of motion, upon the hearing of which the respondent did not appear, had been made and filed in due time again arose. The motion had been made on the 21st ult., the respondent did not appear, and the order was made subject to the production of an affidavit of service of the notice of motion. The affidavit was not made until the 22nd ult., and the registrar declined to draw up the order without the direction of the court. An application was made on behalf of the moving party that the affidavit might be received as sufficient. Reference was made to the recent case of *Scear* v. *Webb* (*ante*, pp. 48, 49), before the Court of Appeal, and to rule 19 of order 38, which was not referred to on that occasion. That rule provides that, "except by leave of the court or a judge, no order made *ex parte* in court founded on any affidavit shall be of any force unless the affidavit on which the application was made was actually made before the order was applied for, and produced or filed at the time of making the motion." PEARSON, J., allowed the affidavit to be received as sufficient, but expressed his intention of hereafter adhering strictly to the old chancery practice, and requiring that the affidavit of service should be made and filed before four o'clock on the day on which the order was applied for. During the present sittings, however, in order that the practice might become thoroughly known, he would allow twenty-four hours' grace, and if the affidavit of service was filed before four o'clock on the day after the motion was made, the registrar might draw up the order without any reference to the court. But after the Christmas Vacation he should enforce the old chancery practice strictly. There was no reason why a party should not be prepared with an affidavit of service when he made his motion.—SOLICITOR, *A. S. Ramskill.*

R. S. C., 1883, ORD. 65, RR. 19, 51, 52—SIGNATURE OF COUNSEL—RULES NOT RETROSPECTIVE.—In the case of *Perks* v. *Gillott*, before Chitty, J., on the 24th ult., a question arose whether R. S. C., 1883, ord. 65, r. 52, which provides that no fee to counsel shall be allowed on taxation unless vouched by his signature, was retrospective. It appeared that the taxing master, in pursuance of this rule, had disallowed the fees of counsel on briefs delivered in an action commenced under the old practice, because such briefs bore the signature, not of the counsel, but of his clerk. It was submitted that the rule was not retrospective; that if it were so, signature by a counsel's clerk was as valid a signature within the meaning of the rule as signature by the counsel himself, otherwise signature by a counsel's clerk was the only act which the law forbade to be performed by an authorized agent; and, in the next place, as the fee was already paid, if the taxing master declined to allow it he was contravening the order of the court, which directed that the party was entitled to costs, whilst the party who had paid the fee was rendered powerless, as there were no means by which he could compel the counsel himself to sign, or to return the fee. CHITTY, J., said that the question was one of right, and not of mere procedure. There were several indications in the rules that they were not all retrospective. For instance, the rules commenced with a statement that they were to apply, "so far as practicable," to pending proceedings. Again, ord. 65, r. 19, providing for the payment of 30s. instead of two guineas to persons served with a petition who are not to appear, and ord. 65, r. 51, reducing the fees to be paid to barristers' clerks, were clearly not retrospective. The rule in question was not, in his opinion, retrospective, and to decide otherwise would be to deprive the parties interested of their right to be paid their costs out of the fund—that was to say, such would be the consequence if the counsel, having received the money, declined himself to sign. A like difficulty would arise in cases where counsel before signing had gone abroad, or were unwell, or had died. However, in deciding that the rule was not retrospective he was in no way to be considered as putting any construction upon it as applicable to cases after the rule came into operation.

JUDGES' CHAMBERS.

QUEEN'S BENCH DIVISION.

(Before FIELD, J.)*

Nov. 22.—*Smith* v. *Reed and others.*

Interrogatories—Security for costs of—Ord. 31, rr. 25, 26, 27.

Where interrogatories are delivered to more than one defendant in an action, the prescribed deposit is to be made in respect of each set of interrogatories.

This was a summons by Armitage, one of the defendants, to strike out interrogatories delivered to him by the plaintiff, on the ground that ord. 31, r. 26, had not been complied with.

The action was brought to recover damages for alleged fraud on the part of the seven defendants as directors and secretary of the Milford Docks Company. The defendants had appeared and were represented by different solicitors. The plaintiff had, without leave (this being an action for fraud), delivered interrogatories to each of the seven defendants; but he had only paid into court as security, under ord. 31, r. 26, a sum of £10.

F. O. Crump, for the defendant Armitage.—The question is whether a plaintiff is not bound to give security in respect of each set of interrogatories where there are several defendants. The plaintiff has paid into court only in respect of one set of interrogatories, the £10 being made up by an

* Reported by A. H. BITTLESTON, Esq., Barrister-at-Law.

additional £5 for extra folios. He has served the receipt for £10 upon each of the defendants.

Masterman, for the plaintiff.—There is only one action, although there are seven defendants. The object of giving security for the cost of interrogatories is to show *bona fides*; and the deposit of £10 sufficiently shows that. The fact that the defendants have chosen to sever in their defence ought not to make the plaintiff liable to pay the larger sum into court.

FIELD, J.—The object of this rule was to prevent the exhibition of useless interrogatories. But it orders a particular thing to be done for the purpose of carrying out that object. I think the plaintiff has not in the present case complied with its provisions. I must order him to make the prescribed deposit in respect of each set of interrogatories that he delivers.

Order, that interrogatories be struck out, unless deposit made within four days. Costs in the cause.

Solicitors for the plaintiff, *G. S. & H. Brandon.*

Solicitors for the defendant Armitage, *Speechly, Mumford, & London.*

Nov. 22.—*Jones* v. *London Road Car Company.*

Interrogatories, leave to deliver—Ord. 31, r. 1.

This was a summons for leave to deliver interrogatories, on appeal from the master's refusal to make an order.

The action was brought for damages for personal injuries sustained by the plaintiff through being thrown off a car belonging to the defendants. The statement of defence had been delivered, and alleged that the occurrence was an unavoidable accident.

W. P. G. Boxall, for the plaintiff.—Leave is asked to interrogate the defendants as to the circumstances under which the accident occurred, and as to any verbal reports made to the defendants by their servants. The master only refused leave because he thought that interrogatories were always unnecessary in this class of action.

Ashton Cross, for the defendants.

FIELD, J., gave leave to interrogate as asked.

Order for leave to deliver interrogatories.

Solicitors for the plaintiff, *Boxall & Boxall.*

Solicitor for the defendants, *Henry Fox.*

Nov. 22.—*Smith and another* v. *Bell and others.*

District registry, remitting action to—Ord. 35, rr. 13, 14.

This was a summons to remit an action to a district registry, referred by the master to the judge.

The action was brought against thirty-two defendants for contribution in respect of a judgment debt. The writ was issued in a district registry, and was not specially indorsed under ord. 3, r. 6.

All the defendants resided within the district. One of the defendants, who had appeared, had given notice that he desired the action to be removed to London.

The question argued was whether, under the above circumstances, the last words of rule 14, order 35, gave the judge power to order that the action should proceed in the district registry.

FIELD, J.—The balance of convenience is in favour of ordering that this action should proceed in the district registry; and I hold that I have power so to order.

Order that action be remitted to district registry.

Nov. 27.—*Walker* v. *Crabtree.*

District registry, remitting action to—Ord. 35, rr. 13, 14.

This was a summons on appeal from a master's refusal to order that the action should proceed in a district registry. The action was brought against the manager of an incorporated building society for inducing the plaintiff to become a member by falsely representing that the company was successful.

The writ was not specially indorsed under ord. 3, r. 6, and was issued in the district registry of Leeds. The defendant had appeared there, and a statement of claim had been delivered to him; and he had then given notice that he desired the action to be removed to London.

Channell, for the plaintiff.—There is good cause here for proceeding in the district registry. Local counsel have already been instructed. If the case proceeds in London there will be all the additional expense of agency costs. The parties reside in the district. The company in question is in liquidation, and the liquidation proceedings are going on in the district; all the books would have to be brought up to London for inspection.

Cyril Dodd, for the defendant.

FIELD, J.—Ord. 5, r. 1, has, for good reasons of convenience and economy, given a plaintiff the right of instituting proceedings in a district registry, and order 35 points out in rule 5 what the proceedings are which are to be taken there unless reasons to the contrary exist. This is the plaintiff's right. Then rule 13 gives the defendant, as of right, the power to remove the cause from the registry in an event which exists in the present case, and this is the defendant's right. Then rule 14 makes this right subject to the discretion of the court or judge, who may order the cause to proceed in the district registry for good cause shown. The rule points out two events specifically, and then proceeds to say that it may be done for other good cause. Mr. Channell says that the retaining of local counsel is such good cause; but I think not. He then says that additional expense will be incurred by proceeding in London; but he has not satisfied me that there would be any such excess of expense as to justify me in depriving the defendant of a right which the rules intend to give him. With regard to the liquidation proceedings, Mr. Dodd admits that the company has not been successful and is in liquidation; and if it should become necessary to refer to the books, and they cannot conveniently be inspected in London, an order for inspection at Leeds may be made. I can only take away the defendant's right on clear grounds; and there are no sufficient grounds here for ordering that the action should proceed in the district registry.

No order.

Solicitors for the plaintiff, *Smith & Wilmot*, agents for *Ford & Warren*, Leeds.

Solicitors for the defendant, *Speechly & Mumford*, agents for *Rooks & Midgley*, Leeds.

Nov. 27.—*De Leon* v. *Hubbard and others.*

Affidavits taken out of her Majesty's dominions, where no consul or vice-consul—Ord. 38, r. 6—21 & 22 Vict. c. 95, s. 31—36 & 37 Vict. c. 66, s. 76.

This was an *ex parte* application on appeal from the refusal of Master Jenkins to allow affidavits that had been sworn before a notary in the United States, to be filed. The signature of the notary was verified by the Secretary of State, and the signature of the Secretary of State was verified by the British consul. Master Jenkins had made the following note with reference to the case:—"It is desirable that the following should be submitted to a judge at chambers for his decision, on refusal to file affidavits accompanying. Before the amalgamation of the courts there was no provision, by statute or rule, for the taking of affidavits in foreign parts not under her majesty's dominion if there were no consul or vice-consul at the place. This want was supplied for the Court of Probate by the Probate Court Act (21 & 22 Vict. c. 95), s. 31, which authorized affidavits to be taken before 'any foreign local magistrate or other person having authority to administer an oath.' The Judicature Act, 1873, s. 76, enacts that all Acts of Parliament relating to the 'several courts whose jurisdiction is thereby transferred' (the Court of Probate being one) 'shall be construed and take effect as if the High Court of Justice (or Court of Appeal) and the judges thereof respectively had been named therein instead of such courts or judges whose jurisdiction is thereby transferred.' It was the practice after the Judicature Act, until the new Rules of 1883, to treat the above provision in the Probate Act as applicable to the High Court, as if the High Court had been named in the Act instead of the Probate Court, and a great number of affidavits taken in foreign parts, not under the dominion of her Majesty, where there was no consul or vice-consul, have been filed, which were sworn before a notary or other person (not being a consul or vice-consul) authorized to administer oaths in such foreign place. Ord. 38, r. 6, of the Rules of 1883 is in effect the same as the previously existing provisions as to affidavits in foreign parts not under the dominion of her Majesty, except that it does not repeat, or notice, the above provision in the Probate Act, and doubts consequently arise—(1) whether the department was right in treating the above provisions in the Probate Act as applicable after the Judicature Act, 1873, to affidavits in the High Court generally; (2) if so, whether these provisions can still be treated as applying to affidavits in the High Court, notwithstanding their not being repeated or noticed in rule 6 of order 38 of the Rules of 1883."

In support of the application, it was urged that great expense had been incurred in procuring the affidavits, and it was desirable that, if possible, that expense should not be thrown away.

FIELD, J.—I should have been very glad to have ordered these affidavits to have been filed, but I am afraid that I have no power to do so. The utmost I could do would be to hold that, by section 76 of the Judicature Act, 1873, the provisions of the Probate Court Act are applicable to all the divisions of the High Court; but I do not say how that may be until I have had an opportunity of hearing the point argued. This case, however, does not appear to come within the words of the Probate Act. It is not stated here that these affidavits were taken before "any foreign local magistrate or other person having authority to administer an oath." If the language of rule 6 of order 38 had been more extensive, I might have made the order; but, in its present form, I cannot do so.

No order.

Solicitors for the applicant, *Renshaws.*

Nov. 27.—*Burr* v. *Hubbard.*

Interrogatories, security for costs of—Power to dispense with security—Ord. 31, rr. 25, 26.

This was a summons for leave to deliver interrogatories without giving security for costs.

This action was brought for personal injuries sustained by the plaintiff through being struck on the head by a hoisting chain while delivering hops at the defendant's warehouse.

The affidavit stated that the defendant disclaimed responsibility for the occurrence, on the ground that the men who were working the crane at the time were not in his employment, and that he referred the plaintiff to one Mathews, who referred him back to the defendant. It was, therefore, desired to interrogate the defendant as to this.

The affidavit further stated that, in consequence of the injuries he had sustained, the plaintiff had been unable to follow any employment; that he had a wife and two young children dependent upon him for support; and that, by reason of his poverty, he was unable to deposit the sum of £5 pursuant to the Rules of Court.

FIELD, J., gave leave to administer interrogatories without making any deposit.

Order.

Solicitors for the plaintiff, *Borduran & Co.*

Solicitors for the defendant, *Watson, Son, & Co.*

Nov. 28.—*Langley* v. *Sugden.*

Action tried before new rules—Judgment for less than £50 after—Costs—Ord. 65, r. 12.

This was an application that the costs might be taxed as of an action in the High Court.

The action came on for trial at Liverpool on August 7, but was referred, costs to be in the discretion of the arbitrator. The arbitrator made his award upon November 15, and the plaintiff subsequently signed judgment for £30 and costs.

It was contended, on behalf of the plaintiff, that as all the proceedings in the action took place before October 24, ord. 65, r. 12, did not apply, and that he was entitled to full costs, although he had recovered less than £50.

FIELD, J.—The right to costs depends on the judgment, and that was signed after the rules came into operation. Ord. 65, r. 12, applies to this case.

No order.

Nov. 28.—*Crawford* v. *Chorley.*

Notice to admit facts—Power to set aside notice—Ord. 32, r. 4.

There is no power to set aside a notice to admit facts.

This was an appeal by the plaintiff from an order of the master, setting aside a notice to admit facts as premature and embarrassing, on the ground that the statement of defence had not been delivered.

The action was brought on a bill of costs, in respect of matters in which the plaintiff had acted as agent for the defendant. The plaintiff, with his statement of claim, had delivered a notice to admit facts.

The Plaintiff in person.—This notice may, by the rule, be given at any time not later than nine days before trial. The object of the rule was to save expense, by enabling parties to apply under rule 6, at an early stage of the proceedings, for judgment upon admissions of fact.

C. Anderson, for the defendant.—It was not intended that a notice to admit facts should be delivered with the statement of claim. I should have to put in my answer to this in six days—that is, four days before I am bound to deliver my defence. That would practically take away from me four days to which I am entitled for the purpose of considering what I shall admit. This notice may be quite unnecessary, as my defence may admit all these facts. The words "at any time" are not to be taken literally; if so, this notice may be served with the writ. There is a general power in the court to set aside any proceedings that are embarrassing. For example, a notice of trial has been set aside. If the master's order is reversed, I ask for further time to make my admissions, in order that I may first deliver my statement of defence.

FIELD, J.—I cannot strike out proceedings unless there is express power to do so. There is a specific power given by the rules to strike out interrogatories and pleadings; there is no power given to strike out a notice such as this. On the contrary, a remedy is provided by the rule, which makes such an application unnecessary—namely, that the notice can be left unanswered. If the refusal to admit is reasonable, the party so refusing will suffer nothing from the notice having been served upon him. I think, therefore, that there was no power to make this order. I shall not extend the time for making the admissions till after the defence is delivered. This power of calling upon the other side to admit facts is a very useful power, and I am not going to restrict it unnecessarily by laying down that it is not to be exercised until after defence.

Appeal allowed; costs to be plaintiff's in any event.

Solicitors, *Plaintiff and Defendant in Person.*

"E. C. C." writes to the *Times*:—"In carrying out the requisitions of the Board of Trade as to the making up of all estate accounts by trustees in liquidation, and the paying in of unclaimed dividends under the provisions of the Bankruptcy Act, I find that, whereas out of the number of cases which, up to the present time, my clerks have been able to deal with, the unclaimed dividends amount to the sum of £26 3s. 6d., there is remuneration properly voted to me in respect of these very estates by the committee of inspection and the creditors amounting to the sum of £495 7s. 9d., which I am not able to take in consequence of there not being funds to meet it. A material portion of the money duly voted in appreciation of the work and labour done is for cash actually out of pocket, paid to my clerks in respect of salaries, &c. Surely, if these unclaimed dividends are to go to a fund which will be ultimately absorbed by the Crown, the trustees themselves have a primary right to be paid the amounts to which they are justly entitled in accordance with the Act of 1869, in case of non-distribution among the creditors. The foregoing is merely a specimen of some of the cases which will ultimately work out with the same result, and of which there are a number in the office of my firm. I venture to ask you to insert this, as I consider it materially affects a large body of men, the majority of whom, although they are being vilified in every possible way, are endeavouring to do their duty, and, I am sure, are wishful to co-operate with the Board of Trade."

CASES OF THE WEEK.

COMPANY—WINDING UP—VOLUNTARY LIQUIDATION—SUBSEQUENT COMPULSORY ORDER—COMMENCEMENT OF WINDING UP—CONTRIBUTORY—LIST B.—COMPANIES ACT, 1862, ss. 38, 84, 130.—In a case of *In re The Taurine Company*, before the Court of Appeal on the 27th ult., an important and novel question arose as to the date of the commencement of the winding up of a company, with reference to the liability of persons who had transferred their shares to be placed on the B. list of contributories. The transfers in question were registered on the 24th of December, 1874, and at a later period on the same day the company passed a special resolution for a voluntary winding up. In 1877, a petition was presented for a compulsory winding-up order, and a compulsory order was made in March, 1877. It was contended, on behalf of the creditors of the company, that the winding up must be taken to have commenced at the date of the resolution for the voluntary liquidation, and that, consequently, the shareholders in question, who had transferred their shares within a year before that date, were liable to be placed on the B. list. Bacon, V.C., however, held that the winding up must be deemed to have commenced at the date of the presentation of the petition, and, consequently, that the shareholders who had transferred their shares were not liable to be placed on the B. list. This decision was affirmed by the Court of Appeal (COTTON, LINDLEY, and FRY, L.JJ.), COTTON, L.J., dissenting from the other members of the court. COTTON, L.J., said that the question turned on the construction of section 38. What was "the commencement of the winding up"? The Act did not contemplate that which had actually happened in the present case. It did speak of a supervision order being superseded by a compulsory order, but it did not contain any express provision for superseding a voluntary winding up. Section 84 dealt with a winding up by the court, and made the commencement of the winding up date from the presentation of the petition. Section 130 referred only to a voluntary winding up, and there the passing of the resolution was to be the commencement of the winding up. A supervision order merely continued the voluntary winding up. There was nothing in the Act expressly applying to the present case. But section 146 enabled the court to adopt the proceedings in a voluntary winding up. And the argument was this. Suppose the B. list of contributories had been settled in the voluntary winding up, what would be the result? The court would adopt it in the subsequent compulsory winding up. And, if so, why was a different liability to be inferred because the persons who were liable to be put on the list had not actually been put on before the compulsory winding-up order? In his lordship's opinion, "the commencement of the winding up" must mean the earliest period at which the winding up commenced, and, from the time of the passing of the resolution, the company was in the course of being wound up. In his lordship's opinion there was only one winding up, though there were two processes by which it was to be carried out. It was said that the court had often acted on the contrary view. No doubt it had, but there was no decision to that effect. The only case bearing on it was *In re The United Service Company* (L. R. 7 Eq. 76), which, so far as it went, supported his lordship's view. He could not see the use of making the order which was made in that case, unless the winding up was to be carried back to the date of the voluntary resolution. *Thomas* v. *The Patent Lionite Company* (L. R. 17 Ch. D. 250) did not decide the present case. There there was a continuing process of distress by a landlord, and there was nothing to show that the court held that the winding up commenced with the resolution. LINDLEY, L.J., said that there were two modes of winding up a company which were sharply distinguished in the Act, a voluntary winding up and a compulsory order. A winding up under supervision was a modification of a voluntary winding up. The fact that the two modes of winding up were thus contrasted in the Act must be borne in mind in construing section 38. The Act contained no express provision as to the commencement of the winding up when a voluntary winding up was followed by a compulsory order. Section 182 did not in terms hit the case. Sections 145 and 146 showed that the Legislature must have contemplated a voluntary winding up being followed by a compulsory order, but there was no express provision as to the commencement of the winding up in such a case. His lordship thought at first the court might, under section 146, provide in the compulsory winding up for adopting the resolution for a voluntary winding up. But on consideration he thought that would be a strained construction of section 146, and that that section was intended to provide only for the adoption of proceedings subsequent to the resolution. If so, the court had no power to throw the compulsory winding up back behind the presentation of the petition. There was force in the argument that if the voluntary winding up had gone so far as the settlement of the list of contributories, the court could, in the compulsory winding up, adopt that list; but still the question was, what was the true construction of the Act? The meaning of *In re The United Service Company*, if his lordship understood it, was that the court would, by making a supervision order, retain, if it could, the benefit of the earlier date for commencement of the winding up. But it was never decided that this could be done. *Thomas* v. *The Patent Lionite Company* did not apply; section 84 was not discussed there. FRY, L.J., said that the distinction between voluntary and compulsory winding up was so broadly drawn in the Act that the two could not be combined. It was said that difficulties would result from this construction, but his lordship thought they were less than those which would result from the opposite construction. A voluntary winding up was the act of the shareholders; a compulsory winding up was generally the act of creditors. Why were the creditors to derive a benefit from the existence of a voluntary winding up with which

they had had nothing to do?—Solicitors, *Ingle, Cooper, & Holmes; Sedgwick.*

Reference to Arbitration—Stay of Proceedings—Receiver—Common Law Procedure Act, 1854 (17 & 18 Vict. c. 125), s. 11.—In the case of *Compagnie du Sénégal* v. *Smith & Co.*, before Kay, J., on the 15th ult., a question arose as to whether the court will refer an action to arbitration if a proper case be made by either party for the appointment of a receiver. The defendants had contracted to build a vessel for the plaintiffs, the terms being that the price was to be paid by instalments pending the completion, that in the meantime the vessel and materials were to be the property of the plaintiffs, that in the event of the vessel proving unsatisfactory the plaintiffs might either retain her, with a reduction in the price to be settled by arbitration, or refuse her and have their instalments repaid to them with interest, and that any dispute between the parties was to be settled by arbitration under the Common Law Procedure Act The vessel had been finished, but owing to Lloyds' having refused her registration, the plaintiffs rejected her and declined to pay the balance of purchase-money still owing. Advances had been made to the defendants by Messrs. Woods & Co., bankers, on the security of an assignment to them of the vessel, and they had taken possession of her. Thereupon the plaintiffs commenced an action, the defendants and Woods & Co. claiming a lien on the ship for the payments they had made, and now moved for the appointment of a receiver. The defendants moved to refer the whole matter under the arbitration clause. This was opposed by the plaintiffs on the ground that when a party to an action makes out a case for a receiver the court will not send the case to arbitration. Kay, J., however, held that, although it was proper to appoint a receiver, the case ought to be referred to arbitration under section 11 of the Common Law Procedure Act. The *dicta* cited from the cases of *Willesford* v. *Watson* (21 W. R. 350, L. R. 8 Ch. App. 473) and *Law* v. *Garrett* (26 W. R. 426, L. R. 8 Ch. D. 26), to the effect that if a case be made out for granting an injunction the court would probably refuse to send the matter to arbitration, in his opinion amounted only to this, that if there be a present reason for an injunction, the court will not hand over to the arbitrator the decision of the question whether or not the injunction should be granted; and moreover in the case of *Plews* v. *Baker* (L. R. 16 Eq. 564), a receiver had been appointed and at the same time a stay of proceedings pursuant to the Common Law Procedure Act; and in *Gillett* v. *Thornton* (23 W. R. 437, L. R. 19 Eq. 499), Hall, V.C., whilst granting a stay of proceedings, added that "should circumstances arise rendering the appointment of a receiver proper the court will be able to appoint one" If this were not so, it might happen that if during the arbitration proceedings it became necessary to appoint a receiver, another action would have to be brought for the purpose of so doing. Besides, the general liberty to apply, which is always reserved on a stay of proceedings, means an application at any time, before, as well as after the arbitrator's award. And the wording of section 11 of the Common Law Procedure Act, which directs a stay of proceedings "on such terms as to costs and otherwise as to such court or judge may seem fit," and also that any such order may "at any time afterwards be discharged or varied as justice may require," clearly contemplates the jurisdiction of the court being kept pending over the parties to the action. His lordship therefore made the order for the appointment of a receiver, and at the same time granted a stay of all proceedings in the action, except for the purpose of giving effect to the order, with general liberty to apply.—Solicitors, *Shum, Crossman, & Prichard; Field, Roscoe, & Co.*

Marriage Settlement—Covenant to settle after-acquired Property—Construction—Estate Tail.—In a case of *Hilbers* v. *Parkinson*, before Pearson, J., on the 20th ult., a question arose as to the construction of an agreement contained in a marriage settlement for the settlement of after-acquired property of the wife. By the settlement, executed in 1875, certain sums of money belonging to the wife were assigned to the trustees upon the trusts declared by the settlement. And it was thereby agreed and declared that, if the wife then was, or if, during the then intended coverture, she, or the husband in her right, at one and the same time, should, under the will of her father, become seised, or possessed of, or entitled to any real or personal property of the value of £300 and upwards, for any estate or interest whatsoever, in possession, reversion, remainder, or expectancy, then, and in every such case, the husband and wife, and all other necessary parties should convey, assign, and assure the said real and personal property to, or otherwise cause the same to be vested in, the trustees, upon the trusts therein declared. The wife's father had died in December, 1874, having by his will devised real estate to the wife and the heirs of her body, with remainders over, and having bequeathed to her a sum of £945 for her sole and separate use, but if she should die without leaving a husband or any issue her surviving, then over. The question was whether either the estate tail or the £945 was bound by the agreement contained in the settlement. Pearson, J., held that the agreement extended to neither. As to the £945, he held that it was not included, on the ground that the interest in it given by the will to the wife was not an absolute interest. And, as to the estate tail, he held that the agreement must be construed as meaning that the wife was to convey the property for such estate and interest as she had in it, and was able to convey. She could not convey an estate tail, and she could not be compelled to execute a disentailing deed. Nor could she be called upon to convey the property absolutely, so that the trustees might be able to enrol the conveyance as a disentailing deed and thus acquire the fee, for that would be a conveyance of an interest in the property of which she was not possessed.—Solicitors, *W. R. A. Kime; G. A. Hall.*

Solicitor—Costs—Taxation—Common Order—Agreement with Client—Dispute as to Relation of Solicitor and Client—Solicitors' Remuneration Act, 1881, s. 8.—In a case of *In re Inderwick*, before the Court of Appeal on the 22nd ult., a question arose as to the effect of section 8 of the Solicitors' Remuneration Act of 1881. Section 8 of that Act provides (sub-section 1):—"With respect to any business to which the foregoing provisions of this Act relate, whether any general order under this Act is in operation or not, it shall be competent for a solicitor to make an agreement with his client, and for a client to make an agreement with his solicitor, before or after, or in the course of the transaction of any such business, for the remuneration of the solicitor, to such amount and in such manner as the solicitor and the client think fit, either by a gross sum, or by commission, or percentage, or by salary, or otherwise; and it shall be competent for the solicitor to accept from the client, and for the client to give to the solicitor, remuneration accordingly." (4) "The agreement may be sued and recovered on or impeached and set aside in the like manner and on the like grounds as an agreement not relating to the remuneration of a solicitor; and if, under any order for taxation of costs, such agreement being relied upon by the solicitor shall be objected to by the client as unfair or unreasonable, the taxing master or officer of the court may inquire into the facts, and certify the same to the court; and if, upon such certificate, it shall appear to the court or judge that just cause has been shown, either for cancelling the agreement, or for reducing the amount payable under the same, the court or judge shall have power to order such cancellation or reduction, and to give all such directions necessary or proper for the purpose of carrying such order into effect, or otherwise consequential thereon, as to the court or judge may seem fit." In the present case the common *ex parte* order had been obtained by a Mr. Brewis for the delivery and taxation of a bill of costs of a solicitor who had, as the applicant alleged, acted as the solicitor of a mortgagee in a transaction in which the applicant was mortgagor, and had deducted £100 from the loan. The solicitor applied to the court to discharge the order, on the ground that the relation of solicitor and client had never existed between him and the applicant; that he was not the mortgagee's solicitor; and that the £100 deducted was part of an agreed commission of £105 for the obtaining of the loan. Chitty, J., refused to discharge the order, but his decision was reversed by the Court of Appeal (Cotton, Lindley, and Fry, L.JJ.). It was contended that the practice as to *ex parte* orders for taxation had been altered by the above provisions of the Act of 1881, and that the power of the taxing master had been enlarged. The court, however, held that the practice had not been altered, but that the common order for taxation could not be maintained where there was a special agreement for the payment of a lump sum. There was a controversy as to whether the relation of solicitor and client had existed, although if that relation was admitted to have existed, the fact that there was a special agreement might not prevent the making of the common order.—Solicitors, *W. A. Greene; Woodroffe, Burgess, & Lock.*

Destroyed Will—Destruction by Executrix—Probate on Motion—Consent of Next of Kin.—On the 27th ult., *In the Goods of Repelius*, before Hannen, P., probate of a will which had been inadvertently destroyed by an executrix was decreed upon motion. The testatrix was a Dutch lady resident in England. She died in June, 1883, having duly executed a will in June, 1882, of which she appointed Mrs. Allan and Mrs. Maasdyk executrixes. Both these ladies were widows, Mrs. Maasdyk being a native of Holland. The will was written out for the testatrix by Mrs. Maasdyk, who was a neighbour and intimate friend, and was attested by another neighbour and a servant, who both proved the execution and attestation. By the will trinkets and four foreign bonds and railway shares were given to the two executrixes, and there were other small specific legacies, subject to which the residuary estate (amounting to about £800) was bequeathed to Mrs. Gehle, the widow of a deceased brother of the testatrix. A copy of the will was made on the day of the funeral by Mrs. Maasdyk's niece, Miss Robertson, and after being carefully compared with the original was sent by her to Mrs. Gehle. The two executrixes took upon themselves the administration of the estate without proving the will, which remained in Mrs. Maasdyk's possession until July, 1883, when, being about to go to Holland, she destroyed it. She explained this by saying that she was a native of Holland and was in ignorance of the law of England as to probate, and she thought that there was no necessity for keeping it as the estate had been duly administered It also appeared that the testatrix had been in indigent circumstances until about four years ago, and that both Mrs. Allan and Mrs. Maasdyk had made her a small weekly allowance. The next of kin were three of Mrs. Gehle's children and three children of a deceased sister, and were all *sui juris*. They all assented to the motion except a daughter of Mrs. Gehle who was in Australia. It was submitted that the circumstances were such as to justify the court in granting probate of the copy will on motion without requiring the executrixes to propound it. Hannen, P., acceded to this view, and allowed probate to go of the contents of the will as contained in the copy made by Miss Robertson.—Solicitor, *T. W. Rossiter.*

[Compare *Re Barber*, L. R. 1 P. & D. 267; *Moore* v. *Whitehouse*, 34 L. J. P. & M. 31, and *Re Body*, *Ibid.* 55.]

Debtor and Creditor—Principal and Surety—Continuing Guarantee—Current Banking Account—Death of Surety—Account closed—Appropriation of Payments.—In a case of *Re Sherry, London and County Bank* v. *Terry*, before Bacon, V.C., on the 23rd and 24th ult., a question arose as to the liability of the representatives of a deceased surety under

the following circumstances:—In 1863 and 1875, John Sherry guaranteed to the plaintiffs the current account of Edward Terry, to the amount altogether of £550. The guarantees were continuing guarantees in common form, and it was admitted that they determined on Sherry's death, which occurred in 1880. Shortly after his death, the bank closed Terry's old account, on which he owed them £677, and opened a new one, to which Terry paid in considerable sums before his insolvency in 1881, when his new account was overdrawn to the extent of £138, and he owed the plaintiffs, including interest, £826 in all. The bank now claimed to enforce the guarantees in respect of the old account, on the ground that payments made since Sherry's death had been appropriated to Terry's new account. Sherry's representatives resisted this claim, and insisted that there was really only one account, that a new account could not be opened to their prejudice without their consent, and that their liability had been satisfied by the sums paid in to the so-called new account, under the rule in *Clayton's case* (1 Mer. 572). Bacon, V.C., said there was only one account. If the plaintiffs had given notice to Sherry's representatives of the close of the account, they would then have been liable on the guarantees; but they might have recovered against Terry, who was not then insolvent. The plaintiffs could not alter the contract to the prejudice of the surety in that way. There had been no appropriation, the rule in *Clayton's case* applied, and the liability under the guarantees had been satisfied.—Solicitors, *Prior, Bigg, Church, & Adams*, for *Emmerson & Cottew*, Sandwich; *Adam Rivers Steele*, for *J. Minter*, Folkestone.

Will—Construction—"Heirs"—Devise and Bequest of Real and Personal Estate together.—In a case of *Keay* v. *Boulton*, before Pearson, J., on the 27th ult., a question arose as to the construction of the word "heirs" in a will. A testator, by a will made in 1845, gave to his wife all the property of which he might die possessed, real or personal, upon trust to use and enjoy all such parts thereof as should yield income during her life. And after her death he requested that the whole of his property should be as equally divided as possible among all his children, or such of them as might be then surviving, or their heirs. The testator had five children. He died in 1866, leaving all the five surviving him. The widow died in 1882. Two of the children (daughters) died in her lifetime, each of them leaving children her surviving. On the death of the widow two questions arose—(1) whether the testator's property was divisible among the three surviving children in equal shares, or whether the property was to be divided into five shares, each surviving child taking one share, and the "heirs" (whatever that might mean) of each deceased daughter taking respectively one share. Pearson, J., decided in favour of the latter construction. The other question was whether the word "heirs" was to be construed strictly, so that the heir-at-law of each daughter would take the whole of the fifth share, whether it consisted of realty or personalty, or whether the word "heirs" had a double meaning, and was to be construed *reddendo singula singulis*, so that the heir would take the realty and the next of kin the personalty. Pearson, J., adopted the latter construction. He said that no doubt the word "heir" had a technical meaning—*i.e.*, the heir-at-law of real estate, and, if there was nothing in the will to show a contrary intention, the heir-at-law of each daughter must take as a *persona designata*. The question was whether, according to the authorities (for he thought that the case was to be decided by authority only), the word "heirs" in such a case as the present was to be restricted to its technical meaning, or whether it was not to be read in the double meaning. After reviewing the earlier authorities, which showed, his lordship said, that the next of kin might not be improperly spoken of as heirs of personalty, and that the word would be so construed in relation to personal estate, he said that *Wingfield* v. *Wingfield* (L. R. 9 Ch. D. 658) was, in his opinion, hardly distinguishable from the present case. There Hall, V.C., came to the conclusion that the word "heir" had two meanings—heir-at-law in relation to real estate, and next of kin in relation to personalty. He thought that *Smith* v. *Butcher* (L. R. 10 Ch. D. 113), in which Jessel, M.R., gave to the word "heir" its technical meaning, was distinguishable. In that case there was a gift to tenants for life in equal shares, and then a gift in remainder, on the decease of either of them, of his or her share of the principal "to his or her lawful heir or heirs." In the present case there was a gift in the first instance to all the testator's children, and the heirs were to take, not by way of remainder, but, in a certain sense, by way of substitution. The gift to them was an independent gift; they took in place and instead of the children who had died. This, his lordship thought, justified him in giving to the word "heirs" a meaning different from that which was given to it in *Butcher* v. *Smith*, for it showed an intention that the persons who were to take in the place of the deceased children were to take in exactly the same way as if those children had died intestate—*i.e.*, that the heir-at-law was to take the realty and the next of kin the personalty.—Solicitors, *Paterson, Snow, Bloxam, & Kinder*.

Will—Construction—Remoteness—Time for ascertaining Class—"Then living."—In a case of *In re Aste's Trusts*, before Pearson, J., on the 19th ult., a question arose as to remoteness. A testator bequeathed the residue of his estate to trustees, upon trust to permit his wife to receive the income during her life; and, from and after her decease, upon trust to permit his daughter, C., to receive the income during her life; and, from and after the decease of the daughter, upon trust to sell and convert the property into money, and to divide the same equally between all the children of the daughter, share and share alike, or, in case there should be only one such child, then in trust for such only child, at his or their age or respective ages of twenty-one years; and, in case there should be no child of the daughter, or, being such, all of them should die under the age of twenty-one years, then upon trust to divide the same equally between all the testator's nephews and nieces who should be then living, and the children of such of them as might be dead, at the like age, such children to take only the shares of their respective parents. The testator died in August, 1842; the widow died in October, 1881; the daughter died at the age of fourteen months, in September, 1842. Pearson, J., held that the gift to the nephews and nieces, in case there should be no child of the daughter, was a gift distinct from and alternative to the gift in case the children of the daughter should all die under twenty-one, and was, therefore, not open to objection because of remoteness, inasmuch as it must take effect within the lives of the widow and daughter and the period of twenty-one years afterwards. And his lordship held that the words "then living" meant living at the period of sale and distribution, and that, therefore, nephews and nieces born after the death of the daughter, and before the death of the widow, were entitled to share in the gift.—Solicitors, *A. C. Cronin; Cree & Son*.

Will—Construction—Extent of Gift—Bequest of House—Stables occupied with House.—In a case of *Mocatta* v. *Mocatta*, before Pearson, J., on the 19th ult., the question arose whether a bequest of a house included some stables which were occupied by the testator with the house, but were not immediately contiguous to it. The testator bequeathed to his wife a leasehold house, No. 32, Princes-gate. He lived in the house and occupied with it some stables called 3, Princes-mews. The stables did not immediately adjoin the house, and were held under a distinct lease from that under which the house was held, but both leases were granted on the same day by the same lessor to the same lessee, and they were both assigned to the testator by one deed. He had also mortgaged them together to the trustees of his marriage settlement, to secure the repayment of money advanced by them to him to enable him to make the purchase of the property. Pearson, J., held that the stables passed under the bequest of the house, and said that in coming to this conclusion he was fortified by the decision of Kindersley, V.C., in *Hibon* v. *Hibon* (11 W. R. 455).—Solicitors, *Lousada & Emanuel; Freshfields & Williams*.

Practice—Action to execute Trusts of Settlement—Joint Liability of Trustees—Inquiry as to Contribution.—In the case of *Sawyer* v. *Sawyer*, before Chitty, J., on the 19th ult., in an action for the execution of the trusts of a settlement, and for the establishment of a breach of trust against the two trustees of the settlement, judgment having been given that they should make good the breach of trust, an application was made on behalf of one of the trustees for an inquiry in what proportion the trustees should contribute to the sum found due. *Butler* v. *Butler* (28 W. R. 825, L. R. 14 Ch. D. 329) was referred to in support of the application. Chitty, J., said that it was contrary to the usual practice to allow such an inquiry, and declined to follow the case cited. To take the certificate of the chief clerk, rendered for the purposes of administering a trust estate, as the material upon which to decide the relative liabilities of the trustees as between themselves, could not be said to be regular, and the present action could not be said to be directed to deciding such a question.—Solicitors, *Courtenay, Croome, & Son*, for *Beale & Martin*, Reading; *Soames, Edwards, & Jones*, for *T. W. T. Cooke*, Wokingham; *Hores & Pattison*.

Trade-mark—Rectification of Register—Proprietor not engaged in Business connected with Goods in same Class as Goods with respect to which Mark is Registered—Expired Patent—Revised Rules under Trade-Mark Acts, r. 33.—In a case of *In re Ralph's Trade-Mark*, before Pearson, J., on the 17th ult., a question arose as to the rectification of the register of trade-marks. An application was made by Messrs. Taylor & Wilson that the register might be rectified by removing therefrom the trade-mark "The Home Washer," registered by F. W. Ralph. The grounds upon which the application was made were—first, that the words "The Home Washer" could not be a trade-mark, as they were the trade description of a patented article, the patent for which had expired; and, secondly, that the case came within the 33rd of the rules under the Trade-Mark Acts, which provides that "the court may, on the application of any person aggrieved, remove any trade-mark from the register, on the ground, after the expiration of five years from the date of the registry thereof, that the registered proprietor is not engaged in any business concerned in the goods within the same class as the goods with respect to which a trade-mark is registered." The patent in the machine known as "The Home Washer" had been purchased by Ralph, but the articles had been manufactured solely by Taylor & Wilson, upon payment of a royalty to Ralph, down to February, 1882, when the patent expired. The registry of the trade-mark was effected in 1876. Since the patent expired Ralph had not been engaged in the manufacture of the articles, nor had he entered into any fresh contract for the manufacture of them by any other firm. This, it was alleged, had been caused by his severe illness, and his consequent inability to attend to business. Pearson, J., said that the first objection to the application was that Taylor & Wilson were not persons aggrieved under the words of the 33rd rule. But they had been the exclusive manufacturers of the machines since 1877, and had continued to make them since the patent expired, and he could not conceive that any persons were more aggrieved than they were. He thought, therefore, that they came within the terms of the 33rd rule. The only other question was whether Ralph came within the rule as being a person who was not engaged in any business concerned in the goods within the same class. Since February, 1882, he had been prevented by illness from carrying out any fresh contracts for the manufacture of the goods.

The question was whether abstention from carrying on business a year and nine months was sufficient to bring him within the 33rd rule. In his lordship's opinion that period was quite sufficient for the purpose, and, if he had any doubt upon the subject, he should be able to say the time was sufficient, because under the Companies Act a company might be wound up if it ceased to carry on business for one year. He must, therefore, decide that the mark must be removed from the register, on the ground that Ralph was not carrying on business within the meaning of the 33rd rule. Another objection had been raised. It was said that during the existence of the patent the article had been described as The Home Washer, and that if Ralph continued that name as a trade-mark after the expiration of the patent it would have the effect of giving him an additional term beyond that which was allowed for the patent. That point was considered by Fry, J., in *The Linoleum Manufacturing Company* v. *Nairn* (L. R. 7 Ch. D. 834), where it was held that a patentee was not entitled to the exclusive use of the name by which the article was known after the expiration of the patent. If his lordship had to decide the question now he should follow that case, but it was sufficient for him to decide upon the previous ground, and he must, therefore, order the removal of the trade-mark from the register.—Solicitors, *Bolton, Robbins, & Busk; J. Tucker.*

Bankruptcy—Composition or General Scheme for Settlement of Bankrupt's Affairs—Approval of Court—Bankruptcy Act, 1869, s. 28—Trustee—Costs.—In a case of *Ex parte Strawbridge*, before the Court of Appeal on the 16th ult., a question arose as to the jurisdiction of the Court of Bankruptcy under section 28 of the Bankruptcy Act, 1869, which provides that "the trustee may, with the sanction of a special resolution of the creditors assembled at any meeting of which notice has been given specifying the object of such meeting, accept any composition offered by the bankrupt, or assent to any general scheme of settlement of the affairs of the bankrupt upon such terms as may be thought expedient, and with or without a condition that the order of adjudication is to be annulled; subject, nevertheless, to the approval of the court." In the present case the bankrupt's statement of affairs showed that his unsecured debts amounted to £1,144 and that his assets were only £34. But immediately before the bankruptcy his father had recovered judgment against him in an undefended action for £1,000, the amount of advances which he had made to the bankrupt, and had issued an *elegit*, under which he had seized the whole of the bankrupt's goods. A meeting of the creditors was held under section 28, at which it was resolved by the proper majority to accept a composition of 2s. 6d. in the pound, to be paid within one month of the approval of the court being given, the payment being made on condition that the order of adjudication should be annulled, the order annulling the same to be made on the certificate of the trustee that the composition had been paid. The judge of the Bridgewater County Court refused to approve of the resolutions, but Bacon, C.J., reversed his decision, and ordered that the resolutions should be carried into effect. The Court of Appeal (Cotton, Lindley, and Fry, L.JJ.) reversed the decision of the Chief Judge and restored that of the county court judge. It was urged that the court ought to give its approval, because there was no evidence to show that the majority of the creditors were not acting *bonâ fide* in the interest of the creditors in accepting the composition, which, having regard to the amount of the bankrupt's assets, was clearly for their benefit. Cotton, L.J., said that the power given to the court by section 28 was very different from that which it had under sections 125 and 126 of the Act. Under section 28 its duty was, not to set aside, by refusing to register them, resolutions passed by the creditors, if it thought that the powers given to the creditors had not been duly exercised, but the court must give its approval before the resolutions of the creditors could be carried into effect. Under sections 125 and 126 the registrar was bound to register the resolutions of the creditors, unless it appeared that the powers given to the creditors had not been followed in form, or had been followed in form only, not in substance. Under section 28, the court must judge for itself whether the resolutions were such as ought to be approved, and if it could see that the object of them was to gloss over and prevent the investigation of some transaction which was discreditable, and possibly a fraud on the Bankruptcy Act, the court ought to withhold its approval. In the present case it was impossible to say that the proceedings by which the bankrupt's father obtained possession of the whole of his property did not require investigation. The circumstances were such as to raise the gravest suspicion, and it looked as if the resolutions were intended to draw a veil over what had taken place. Lindley, L.J., said that section 28 imposed on the court the duty of considering all the circumstances of the case. It was not bound to give its approval to the resolutions simply because the creditors had done so. If it could see anything tricky or fraudulent in them it ought not to approve them. Fry, L.J., thought that the court was bound to look at all the circumstances—bound to look at the moral aspect of the case—and was not bound to give its approval to an arrangement, even if it was beneficial to the creditors, if it could see that the money which they were to receive under it was to be paid by way of hush money for a discreditable transaction.

The appeal to the Chief Judge was presented by the trustee in the bankruptcy, and the Court of Appeal ordered him to pay personally the costs of both appeals, on the ground that he ought to have been satisfied with the decision of the county court judge.—Solicitors, *Blair & W. B. Girling; W. A. Boyle*

Husband and Wife—Restitution of Conjugal Rights—Decree—Enforcement—Attachment—Divorce Act, 1857 (20 & 21 Vict. c. 85), ss. 17, 22.—In the Probate, Divorce, and Admiralty Division, on the 27th ult., judgment was given in *Weldon* v. *Weldon*, which was a wife's suit for restitution of conjugal rights, upon an application by the petitioner for an attachment against the respondent for disobedience of a decree for restitution. The respondent had not returned to cohabitation since the decree, but he had taken a furnished house for the petitioner's occupation, provided her with two servants, and expressed his readiness to pay her an annual allowance of £500. It was argued on his behalf that he had sufficiently complied with the order of the court, and was not liable to an attachment on the ground of his refusal to live under the same roof with his wife. Reliance was placed on section 17 of the Divorce Act, 1857, as providing for payment of alimony as an alternative remedy for a deserted wife, and on section 22, as showing that the rules and principles of the practice of the ecclesiastical courts were varied by the provisions of the Act, and by the rules to be made thereunder. Under the old practice, desertion without adultery gave a wife no right to relief, and, therefore, a suit for restitution of conjugal rights was her only remedy, whereas under the Divorce Act she could obtain a decree for a judicial separation. Hannen, P., now said that the language of section 17 of the Divorce Act, 1857, rendered it necessary to ask what were the principles and rules applicable to the present case on which the ecclesiastical courts exercised the jurisdiction. The principle on which those tribunals acted was this, that it is the duty of married persons to live together, which duty is enforceable by the decree of the court, unless the complaining party is disentitled to relief through the commission of an offence which would have entitled the other party to a decree authorizing them to live apart. The decree was always enforced by imprisonment till obedience was secured. In *Barlee* v. *Barlee* (1 Add. 305) Sir John Nicholl had refused to release a wife after two years' imprisonment unless she promised to return to her husband, and in *Lakin* v. *Lakin* (1 Spinks, 274) the husband was only released on showing that he had a good defence, which he had neglected to plead. Coming to the cases decided since the passing of the Divorce Act, he found that in *Alexander* v. *Alexander* (30 L. J. P. M. & A. 173) Sir Creswell Creswell had granted an attachment to enforce a decree for restitution, while in *Scott* v. *Scott* (4 S. & T. 113) Lord Penzance laid it down that in such a case the court has no discretion, and cannot inquire into the petitioner's motive for bringing the suit. Section 17 of the Divorce Act, 1857, provided for the payment of alimony as an additional remedy for the wife, and not as a substitute to the right to sue for restitution of conjugal rights. Acting on these authorities, he must, with great reluctance, issue an attachment, but the writ would remain in the office for a fortnight.—Solicitor, *Neal.*

SOLICITORS' CASES.

Queen's Bench Division.

(Sittings *in Banc*, before Grove, J., Huddleston, B., and Hawkins, J.)

Re William Williams, a Solicitor.

This was a motion to strike a solicitor off the rolls, if he should fail to answer certain matters contained in affidavits.

A. Wills, Q.C., in making the motion on behalf of the Incorporated Law Society, explained that the solicitor in question in 1864 entered into an agreement with another solicitor at Aberdare to act as his clerk at a salary rising from £200 to £300 a year, and with an ultimate arrangement for a partnership. A branch office was opened at Pontypridd, which was placed under the control of Mr. Williams, and in the course of that branch business a person named John Jones, who had mortgaged two leaseholds to a building society for £992, incurred a debt of £65 13s. 8d. to the firm. On the 18th of June, 1877, John Jones executed a second mortgage of the same property to the firm to secure those costs. In the year 1879 a Mrs. Davies had a small sum of money she wished to put out at interest. She consulted Mr. Williams, and, under his advice, gave £78 to John Jones upon the security of a fresh mortgage, the previous mortgage from John Jones to the firm being destroyed. John Jones thereupon paid the sum of £78 to the firm, that sum representing the old debt of £65 13s. 8d., and additional costs and interest due on the previous investment to the amount of £12 6s. 4d. Subsequently an action was brought by Mrs. Davies to recover damages owing to the security having proved worthless, and a verdict was given for her for the amount claimed. Mr. Justice Manisty, after the trial, made certain representations to the Incorporated Law Society in reference to the solicitor, and consequently the present proceeding was taken. He (Mr. Wills) now moved their lordships to strike the solicitor off the rolls for having been guilty of the dishonest practice of obtaining Mrs. Davies's money for the benefit of his firm upon a security which he must have known to be worthless.

Murray, on the same side, urged that the transaction with Mrs. Davies really was no investment of her money at all, but only a transfer of a bad debt from the firm to Mrs. Davies.

E. F. Williams, on behalf of the solicitor, pointed out that he had not personally benefited at all from the transaction with Mrs. Davies, and that the £78 had been paid to the credit of the firm by his client long before any question arose. He submitted to their lordships that there might have been an error in judgment or negligence, but no misappropriation or wilful act which would call for their lordships to deal with his client in the manner suggested.

Grove, J., was of opinion that it would be shutting one's eyes to the real facts of the case to call it one of negligence. The fact that this was a second mortgage, taking the place of another mortgage upon which no interest had been paid, must have been sufficient to show that the securit

was not very valuable, and, bearing in mind that Mrs. Davies's money was taken to pay the costs of the firm, it would be carrying imagination too far to describe the transaction as the result of negligence. It had been urged that the solicitor had personally obtained no pecuniary benefit from the transaction, but then it appeared that the solicitor might have been influenced by a feeling of *esprit de corps* on behalf of the firm. Therefore, simply because the solicitor did not put the money into his own pocket, the real evil was not neutralized, as it was the duty of a solicitor to be true to and not play with his clients. Some time had now elapsed since the occurrence, and the court was of opinion, considering the whole facts, that it was not a case in which the solicitor should be struck off the rolls, but one in which his improper conduct would be sufficiently marked by an order for suspension for one year, with the payment of the costs of this motion.

Ordered accordingly.—*Times.*

(Sittings *in Banc*, before Lord COLERIDGE, C.J., and STEPHEN and MATHEW, JJ.)

In the Matter of Two Solicitors (Hicks and W. B. Abbott) and two other persons unqualified, acting in their names.

The court was occupied half the day in hearing and dealing with this case, in which two solicitors were charged, under the Solicitors Act, with allowing the other two persons (being unqualified) to act in their names as solicitors, and the other two were charged with so acting. The two-fold offence thus charged is dealt with very severely under the Solicitors Act (6 & 7 Vict. c. 73), which says that if any solicitor shall wilfully and knowingly act as agent in any action or suit in any court for any person not duly qualified to act, or permit his name to be made use of for the profit of any unqualified person, or do any other act to enable such person to appear or act in any respect as a solicitor in any suit, knowing such person not to be duly qualified, and complaint shall be made in a summary way to any of the superior courts, and proof made thereof to the satisfaction of the court, that such solicitor has so wilfully offended, then that such solicitor shall be struck off the roll and be ever after disqualified to act as such, and the other person may be imprisoned for any time not exceeding twelve months. The present application was made under that enactment against two solicitors named Hicks and Abbott and two other persons named Lewis and Osborne, and it was made in two cases under these circumstances. In one case an action had been brought against the Metropolitan Railway Company by a person named Tobbutt, and the proceedings in the action, it was alleged, had been carried on by Lewis for his benefit, acting as the plaintiff's solicitor, he not being qualified so to act, and allowed to do so by Abbott in his name; and in the other case there was an action by one Deasy against a tramway company carried on, as alleged, by Osborne, as the plaintiff's solicitor, he not being qualified so to act, and allowed by Hicks to act in his name. The charges having been made, both cases were referred to the master (Master Brewer) for inquiry, and he had inquired into them and called the parties before him, and Hicks and Osborne and Lewis had appeared before him and had been examined, but Abbott had not appeared before him and had made affidavits, as the others had, in answer, sending a doctor's certificate that Abbott had gone out of town for change of air, and, having some affection of the heart, was advised to stay there. On the whole of the evidence the master had reported that in one case Abbott had allowed Lewis to act as the plaintiff's solicitor, knowing him not to be qualified, and that, in the other, Hicks had allowed Osborne so to act, also knowing him not to be qualified. The matter now came before the court upon the master's report, and the parties made affidavits (some of them just sworn) in exculpation. It appeared that in the action of *Tobbutt* v. *The Metropolitan Railway Company*, which was tried in May, there was a verdict of £150 damages, and the costs were taxed at £98. The defence of Abbott was in effect that he had been instructed in the case as the solicitor, and that Lewis was his clerk at £90 a year, and though he had received the sum for the costs, he had received it as his clerk, but it did not appear that he had accounted for it, and he was examined before the master in support of the charge against Abbott. In the other case—the action of Deasy against the tramway company—which was tried in March, there was a verdict for £100, and the costs were taxed at £88, and in this case also the defence of Hicks was that Osborne had acted originally in the case as clerk to him, and after he had transferred his business to a person since deceased—one Archer—as clerk to that person, and afterwards as clerk to Abbott, who on Archer's death had taken the case up. But in the case also the parties having made affidavits in exculpation their affidavits were contrasted with their evidence before the master, which was read in court, except that of Abbott, who, as already stated, had not appeared before the master, and had only made affidavits. It was urged on behalf of Hicks that he had applied for a "charging order" to secure his costs, but this, it was pointed out, was afterwards.

R. Vaughan Williams appeared for the companies who had instituted these proceedings;

Addison, Q.C. (*Gye* with him), appeared for Lewis;

Crump appeared for Hicks; and

Cranstoun and *Richards* appeared for the other parties.

Master Brewer, the master who had made the inquiry, attended in court with his note-book, and from time to time, as desired by the court, referred to it, and read his notes of the evidence of the parties examined before him, and Abbott's affidavits were read.

At the close of a long hearing,

Lord COLERIDGE delivered judgment against all the parties. In this case, he said, we have to determine what is to be done as to these four persons, who have been proved, as far as it is possible to prove anything conclusively—more or less, to a lesser or greater extent—to have been guilty of malpractice under the Solicitors Act. There were two cases—in one of which Abbott and Lewis were concerned and in the other Hicks and Osborne. In the first case—Tobbutt's—the facts seem to be beyond all dispute or question. The master has found in his report—and, in my judgment, has correctly found, and indeed he could hardly have found otherwise upon the facts before us—that that case was carried on by Lewis for his own benefit, he being a person not qualified to carry on such business, and he carried it on in the name of Abbott, who was well aware that it was being so carried on and lent his name for the purpose. It is not necessary to enter into any defence of the enactments on which the proceeding is taken. Anyone who considers the matter must see that it is of the last importance to all who have to employ solicitors—that is, a large portion of the public—that the persons they employ shall be duly qualified so to act and subject to the jurisdiction of the court if they misconduct themselves. And a greater misconduct can hardly be committed by any solicitor than to lend his name to an unqualified person to enable him to act as a solicitor in any action or suit. Any one must see that that is about as grave an offence as a solicitor can possibly commit. It is obvious that Parliament so considered, for in this enactment, the 32nd section of the Act, there is no alternative left to the court as to the punishment to be inflicted on the solicitor who has so misconducted himself, and who, if the charge is made out to the satisfaction of the court, is to be struck off the roll. Now, here, in the first case, it is clear that from the beginning to the end of the case the solicitor had nothing whatever to do with the action, and that it was carried on from beginning to end by Lewis, who hardly denied it; and, indeed, appeared before the master and "made a clean breast of it." Abbott has been before us, and to-day, in his defence, and in order to explain the various difficulties put to him in the course of the case (arising out of his own affidavit) has instructed his counsel to make a variety of statements which are absolutely incredible. And if a man thus conducts himself in the face of the court, and if he thus wilfully attempts to pervert justice and "throw dust in the eyes" of the court, he must take the consequences, and must expect that the points of the case in dispute will be taken against him. As far, then, as the first case is concerned, it is perfectly clear that he has been guilty of the offence, and that Lewis also is guilty. Then the other case. It would seem that he was mixed up in some way with the person Osborne, who, in the name of Hicks, the other solicitor, carried on the action. But as to these two persons, Hicks and Osborne, it is clear, nothing can be clearer, that from first to last Hicks lent himself to the carrying on of the business by Osborne, who is admitted to have been unqualified, and who, it is obvious, had the whole conduct of the case, and had the cheque sent by the company's solicitor in payment and disposed of the proceeds, and it appeared that the money was paid into his own account at his bankers. It also appears that he wrote all the letters in the case, and for some time it is admitted he had no employer, and yet he went on with the case. As to the defence set up, it is not possible for us to believe it; and I believe he was guilty. It was urged that Hicks had taken a proceeding to protect his costs, but not at first; it was only afterwards, and when the money was in the hands of Osborne, and the time at which it took place is significant as to the true nature of the transaction. On the whole, I am of opinion as to the two solicitors that they are guilty of the offence charged, and that it is our duty to strike them off the roll. As to Lewis and Osborne, I can see very little difference, if any, in the course of conduct they have pursued, and we order them to be sent to prison for six months.

STEPHEN, J., said he entirely agreed with every word which had fallen from the Lord Chief Justice. It seemed to him, he said, as clear as anything could be, that Abbott and Hicks had allowed these two persons—Lewis and Osborne—to practise in their names on their own behalf. We must look, said the learned judge, at the substance of the matter and not at the miserable excuses and pretences set up to obscure or disguise the truth. It is clear that the consequence is that the solicitors must be struck off the roll, and as to that we have no discretion; if we had, I, for one, should be in favour of exercising it in the manner prescribed by the Act of Parliament. I agree, therefore, in every word which has fallen from my lord and in the conclusion to which he has come.

MATHEW, J., also concurred.—*Times.*

OBITUARY.

MR. FRANCIS THOMAS BIRCHAM.

Mr. Francis Thomas Bircham, solicitor, late of 46, Parliament-street, and 26, Austinfriars, died at his residence, Burhill, Hersham, on the 25th ult., in his 74th year. Mr. Bircham was born at Boston Hall, Norfolk, in 1810. He was admitted a solicitor in 1833, and he practised for nearly 50 years in Parliament-street, his firm having more recently had also a City office in Austinfriars. At the time of his retirement from business, about a year ago, he was at the head of one of the largest offices in London, being associated in partnership with his son, Mr. Samuel Bircham (who was admitted a solicitor in 1864), and with Sir William Richard Drake, Mr. Charles Burt, and Mr. Harrington Charles John Groves. He was a perpetual commissioner for the county of Middlesex and the cities of London and Westminster, and he had a most extensive practice, especially before parliamentary committees and for public companies. He was for many years solicitor to the London and South-Western Railway Company, the Southwark and Vauxhall Water Com-

pany, the East London Water Company, and other important public bodies. His firm had conducted many election petitions for the Liberal party, and their services in this respect were recognized by Mr. Gladstone in 1869, when he conferred the honour of knighthood upon Mr. Drake. Mr. Bircham was for many years a member of the Council of the Incorporated Law Society, and he had filled the office of president. He was chairman of the Law Fire Insurance Company, and a director of the Law Life Insurance Company. He was married to a daughter of the late Dr. Dalrymple, of Norwich, and leaves several children.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

The following candidates were successful at the intermediate examination held on the 8th of November, 1883:—

Adams, Hugh
Addison, John Joseph
Adie, Frederick Everall
Adler, Elkan Nathan, B.A.
Alcock, William Edward
Alexander, Charles Roots
Aldridge, Henry George Randall
Allen, John Henry
Angrave, Thomas Augustus
Armstrong, John
Ask, Robert Percy
Atkins, Ion
Awdry, John Pinniger
Balcombe, Charles
Ball, Alfred
Bancroft, William
Barlow, John Woodward
Barnett, Braham
Barrett, Albert
Barton, Tinley Wallace
Bassett, George Forbes, B.A.
Baxter, William Kaye
Bendall, Francis James
Bevis, Frederick John
Bird, Alfred Curtis
Blackham, Harry Spurgeon
Blight, Seymour Adolphus
Bolton, George Stanislas
Bonsall, Henry
Boyns, Nicholas Holman, B.A.
Brydges, George Edward
Britton, Philip William Poole
Britton, Richard Waddams Nimmo
Brodrick, Cecil
Bowie, David Mather
Brooks, Richard
Browett, Harold
Bull, Frederick William
Burchell, Henry, B.A.
Burton, Francis Edmund
Campbell, Neil Edward, B.A.
Capper, Henry Francis Everard
Carter, Sidney
Cartwright, Joseph Frank Posthwaite
Cartwright, Thomas Charles
Cash, John Oliver, B.A.
Chadwick, Louis
Chambers, Robert Baker, B.A.
Chapple, Frederic Northcote
Charlton, William
Cheriton, Frank
Chidson, Henry Albert
Clapham, Herbert
Clark, Eustace Frederick, B.A.
Clarke, Lindsay, B.A.
Clarke, Sidney Wrangel
Clay, John Edward
Collins, James
Cook, James
Cook, Robert
Cook, Walter
Cooke, Frederick William, B.A.
Cooke, Henry Paget
Cooke, Joe Baldwin
Corder, Percy
Cotton, Harold
Crickitt, Tom Shelton
Cunningham, Henry Edward
Currey, George Evelyn
Dale, Charles Frederick
Danby, William Francis, B.A.
Daubeney, Frederick Augustus, B.A.
Davidson, James Oswald
Davies, Edward Edwin
Davies, Frederick William
Davies, John
Davis, Ernest Henry
Davis, Luther
Dawe, William Henry Tremlett
Dawson, Charles
Dawson, John Ingram
Dawson, Percy Edward
Day, Arthur
Deeley, Frank
Denison, Herbert
Dewhurst, Peel
Dod, Sidney Williams
Douglas, Robert Balmer
Easton, Francis Henry, B.A.
Edelston, William Southworthe
Edwards, Thomas Beckwith Christian
Evans, William Wynn
Falck, Louis Hance
Fawcett, Joseph
Fenn, John
Fenwick, Thomas Dobson
Firth, Arthur
Fletcher, Edward
Forrest, Alexander Reynolds Cripps
Forster, William Henry
Foster, Herbert Lambert
Foster, William Arthur
Fox, George Castle
Fox, George Washington
Fox, John Robert
Freeman, Charles Robinson
Frere, Eustace Vansittart
Furnival, William
Gameson, John Herbert
Gaskell, Thomas Frederick
Geddes, David James
Gee, Thomas
Gill, Christopher Coleman
Gill, Thomas Husband, B.A., LL.B.
Godden, Wilfred, B.A.
Goodall, Sidney Frederick
Gowland, Frederic Stockton
Graham, James Newton
Graham, William Robert
Green, John Christopher William
Greenhill, Henry Ridge
Greenway, Charles Durnford
Griffiths, Martin Luther
Gurney, Charles Duncan
Guthrie, Robert Tynemouth
Gwynn, Gronon Gaches
Haggerston, Edward Charlton
Hall, Reginald Tudor
Halliwell, William Pickup
Hamond, Lewis
Harding, William
Hargrove, William Wallace
Harries, George
Harris, Frank James
Harris, Walter
Hart, Charles Frederick
Hart, Edwin
Hawkins, Philip Ernest
Henderson, Francis Hastings
Henstock, Albert John
Hibbert, Arthur James
Higgins, Edward Henry
Higson, Daniel
Hill, William Coggan
Hillman, Harold
Hiscott, Thomas Henry
Hocking, Edwin Gilbert
Hodges, Henry St. John
Hole, Charles Lewis Philip
Holland, Herbert
Holroyd, Frank
Holt, James Yates
Homewood, Wilfred James
Hood, Sydney Jacomb
Hooper, Claud Albert
Horton, Joseph
Hoskins, Thomas
Howarth, Frederick
Howell, Rowland James
Hughes, Harry William
Hughes, Robert Alexander
Huntback, William
Hunter, William James, B.A.
Hutchinson, Cecil Gwynne
Hyland, Albert Young
Ingham, John Patrick
Ingledew, Arthur Murray
Irving, George Nelson
Isle, John Abel
Jackson, Alfred
Jackson, Francis Joseph
Jackson, Francis Morley
Jackson, Harry Herbert
Jellicoe, James Anthony
Fisher, Herbert Jeddere, B.A.
Johnson, Alexander William
Johnstone, Harry Spearman
Jones, Daniel
Jones, William Henry
Juby, William Brownsurt
Keating, Arthur Richard
Kekewich, Charles Granville, B.A.
Kelly, James Herbert Reily
Kelly, Reginald
Kent, Hugh Bulkeley
Kidson, Alfred Bowman
King, Henry Thomas Firmstone, B.A.
King, William George
Knight, Charles
Knocker, Edward Pemberton
Knott, Matthew
Leach, James
Lee, George Fallowdown Oulton
Lewis, John David Boyers
Locke, Francis Alexander Sydenham
Lomax, Benjamin Houldsworth
Louch, Herbert Quekett
Loveday, George Alexander, B.A.
Loveday, Walter
Lush, Hubert Stanley
Lynex, Alfred Richard
Lynskey, George J.
Mackay, Alexander Joseph
McMillan, Donald
McNair, George Lewis Frederic
Mallam, Frank Margerison
Mandy, Thomas Kent
Marigold, James Arthur, B.A.
Marsh, Percy
Marshall, Ernest William
Mason, Raven Moore
Matthews, Robert William Pardoe
Mawdsley, Thomas Ryder
Medlicott, William
Millington, Joseph Frederic
Milne, Clifford Donald
Mitchell, Harry
Moir, Charles Forbes
Monk, George Christopher
Myers, Frank
Neal, James Wicking
Needham, Robert
Nelson, Herbert Walter
Nelson, Percy
Nelson, William Wooding
Nesfield, George Blow
Newborn, George Hope
Newton, Walter Haydon
Nicholas, John William
Nichols, George Aplin
North, William
Nowell, Arthur Alexander
Ogden, William
Osborne, Frank
Paddey, James Smith
Pain, Ernest Edward
Parnall, Robert Herbert Boyd
Paull, James Philip
Payne, Edwin Rowland
Payne, Edgar Stuart Bruce
Peacock, Francis Charles
Pearse, Thomas Vincent
Pearson, Ernest Braden
Peele, Ernest
Pepper, Francis Henry
Perks, Frederick John
Pershouse, Henry Clifden
Phillips, Thomas
Pickering, Percival John
Pickton-Jones, Percival Pryce
Pinchard, William Ayrton Biddulph
Pinniger, Henry Broome
Powell, Frederick Nelson
Powell, Henry Sydney
Powell, Owen Markham
Prance, Hugh Courtenay
Preston, Harry Westbury
Price, Walter Jones
Prichard, Edgar Albert
Prynne, John Basset
Pugh, Cecil Rose, B.A.
Pugh, Henry James Wallace
Purves, Roderick Hamilton
Pym, Samuel Arnott
Radcliffe, Reginald Heber
Ramsden, Walter
Restall, Walter Stanley
Ridge, Samuel
Ridley, Frank
Ridpath, Richard
Roxburgh, William Henry, B.A.
Rowland, William Jorwerth
Rockett, John James
Robinson, Robert Wiswall
Samuelson, Frederick
Saunders, Cornelius Hale
Sharples, James Bolton
Sheard, Michael
Shipman, Walter Mace, B.A.
Shipton, William Louis, B.A.
Slater, Walter
Smetham, Edwin Richard
Smith, Arthur
Smith, Arthur Gerald
Smith, Frank Hindley
Smith, Frederick Robert
Smith, William Henry
Smith, William Saunders
Smyth, Rupert
Solly, George Edward, M.A.
Spencer, Sydney
Spreat, Stanley Chappell
Stanley-Jones, Herbert
Stanton, John Harrison
Stanton, Joseph Wilfred, B.A.
Stead, John Walter
Steer, Charles Henry
Stevens, Frederick
Stevens, Robert Champion
Strachan, Walter
Stunt, Francis
Swan, Henry John
Swayne, Edgar John
Sykes, John
Symmons, Francis Randolph
Synnot, William
Tatton, Frank
Taylor, Edmund
Taylor, Sydney
Thomas, John
Thompson, George Gilbert
Tidy, Edward Whitworth
Tonge, John
Trevor, Charles Milner
Turnbull, John
Tweed, Ralph Egerton
Twisden, John Ramskill, B.A.
Tyer, Walter Edward, B.A.
Walker, Robert Stephen Snape
Walsh, James Henry
Walton, George Stanley
Watkinson, Samuel
Watson, Frederick Ayre
Weaver, Harold
Weldon, Edgar F., B.A.
Westbrook, George John
Wharton, Henry Turner, B.A.
Whitaker, Samuel Frederic George
White, Gilbert Henry
Whitehead, Jeffery
Wigan, Charles, B.A.
Wigham, John Harper

Williams, Edmund Trevor Lloyd, B.A.
Williams, John Davies
Wilson, John
Wilson, Thomas
Wing, John Sladen
Winterton, Herbert Ralph
Withall, Walter
Woodgate, Thomas William, B.A.
Woodhouse, Herbert, B.A., LL.B.
Wreford, John Frederick, B.A.
Wright, Arthur
Yonge, Alexander Stuart

The following candidates were successful at the final examination held on the 6th and 7th of November, 1883:—

Acton, John
Allison, Philip
Appleton, Edgar Grant
Atkinson, William Christopher, B.A.
Barnard, James Jeune
Barnish, Robert Duckworth
Baxter, Richard Arthur
Baynes, Ernest Spencer
Bickerton, Joseph Green
Bird, James Henry
Birrell, Henry Anthony
Blagden, Richard Arthur
Bloomfield, Samuel
Bompas, Charles Steele Murchison
Booth, Edmund
Bradley, George Herbert
Bridger, Herbert Edward
Broadent, George, B.A.
Bromwich, William Halford
Broughton, Horace
Brown, Henry George
Brown, William George
Buckton, James Douglas
Burch, James Ernest
Burns, Alfred Herbert
Burrell, Herbert Charles
Cain, Henry Frederic
Cameron, William Stuart
Capron, Frederick Hugh, B.A.
Carter, Hugh Adolphus
Chamberlain, Henry Buckley
Champion, Ernest Robert
Clark, Frederick Hammond
Clarke, John Charles
Clarke, Percy
Cobb, Geoffrey Edward Wheatly
Coker, James Gould, B.A.
Collins, James Hamilton
Comins, Herbert
Cooper, William Frederick, B.A.
Cousins, Henry Robinson
Cowie, Gilbert
Cox, Robert Sayer
Creeke, Anthony Buck
Cripps, Reginald Dawbarn
Crompton, William Wolstenholme
Cunliffe, Robert Ellis, B.A.
Darwall, Henry Winfred
Davidson, Alan Herbert
Davies, Alfred Thomas
Davis, John
Dees, Robert William
Dennis, Frank
Dennis, Robert
Devereux, Robert
Donague, Alfred Hedley
Dunn, George Matthew Malcolm
Dyson, Maurice
Ellis, John
Evans, David Parry
Evans, Enoch
Evans, Edward Francis
Faber, Thomas Henry
Farman, Ernest
Farrer, Arthur Richmond, B.A.
Fassnidge, Edward James Sidney, B.A.
Few, William Resbury
Field, Henry Kearns Hamilton
Fisher, William, B.A.
Foley, Charles Windham, B.A.
Foottit, Frederick Bramley
Forrest, Henry
Foster, Cecil
Furniss, Robert Nall
Garrard, Charles Goodricke
Garstang, Sam Kay
Gem, Owen Ball
Gibson, Edward James
Godwin, Harry
Goldsworthy, William Lansdown
Goodchild, Herbert
Gordon, Grenville Dempster
Graves, Thomas
Greenop, Francis Michael
Griffith, John William
Haigh, Charles William
Harding, Theodore Wornell
Hart, James Walford
Hawkins, Geoffrey Grahame
Hawkins, Horatio
Haymen, Harry Oughterson
Haynes, Arthur
Hill, Leonard
Hiron, John Eden
Holcroft, Charles
Holloway, William, B.A.
Holloway, William
Hooper, Harry Dundee, B.A.
Horsley, Thomas, B.A.
Howe, John George
Hughes, John Arthur
Hulbert, Charles
Huntley, George John
Hurford, Alexander Edward, B.A.
Jackson, William George
Jacob, George Ogle
James, Charles
Johnson, James Yate
Jones, Arthur Vyvyan Lloyd
Jones, John
Jones, Richard Stoakes, M.A.
Kime, Wilson Augustine
Kynaston, Godfrey Peel
Lamb, Frederick
Lamb, Robert Mather
Lane, Charles Hay
Layng, John Henry
Leader, George Gardner
Leake, James
Leeds, Oglander George Montagu, B.A.
Leeming, Frederick Toulmin
Legge, Charles John, B.A.
Lewis, James Hughes
Lister, Arthur Marshall
Lloyd, Edward Lewis
Lund, George Edward
Lynch, John Henry
Macfarlane, James Murray
Mahon, James Harold
Markby, Thomas
Marriott, Thomas
Marshall, Robert Edward
Mason, Ernest Augustus
Matthews, Peter Barron
May, Hubert
Mercer, William
Mitchell, Thomas William
Monger, Herbert
Moorhouse, Edward Parker
Morgan, John Edward
Morgan, John Lewis
Morris, Edgar
Morton, Alexander Edward
Mote, Charles
Mould, Arthur James
Naunton, George Herbert
Neal, Arthur
Nevill, Leonard
Nichols, Alfred
Noyes, Robert
Oglethorpe, Henry Stuart
Palmer, Frederick Freke
Palmer, William Lansdown Parsons
Payne, Charles
Payne, John Henry, B.A.
Pearse, Harry
Pethybridge, John
Phillips, Laurence Charles
Plant, Samuel
Platts, Thomas
Poole, Reginald
Powles, Allen Henry, B.A.
Pratt, Roger Bellenden
Pryce, Charles Sidney
Pyke, William Marcus
Rainey, Walter Scott
Rake, Aubrey William
Randall, Percy Mayor, B.A.
Ratcliff, John
Rawlings, Charles Arthur
Reeve, Edmund
Reinhardt, Walter Hope
Rhodes, Sydney, B.A.
Richards, Alfred Walter Benjamin
Roach, Edward Harris
Roberts, Charles
Roberts, Richard George Cameron
Roberts, William
Robinson, William
Robson, George Potts
Rogers, William
Ryland, Thomas William
Safford, Edward Ayton
Sanderson, Evan George
Sandford, Henry Barlow
Seldon, Arthur Frederick
Simpson, Alexander Prout, B.A.
Slater, Peter Wood
Slight, Lewis Alexander
Smith, Charles James
Smith, Thomas Duckworth
Smithson, William Walling
Solomon, Joseph
Southwell, Alfred
Stockdale, Charles Thomas
Storr, Bartol Thomas
Sugden, Thomas Babington
Surridge, Ernest Edward
Symonds, Arthur George
Taylor, Reuben Price
Taylor, Walter
Thomas, Charles Ruffo
Thomas, Evan Watkin
Thring, Christopher Bevan, B.A.
Tidy, Edwin Thomas
Travers, John
Treadwell, Claude Mallam
Tremellen, William John
Trewavas, John
Turner, William
Tweedie, Michael Forbes
Underwood, Leonard John
Vanderpump, George James
Van Tromp, Ernest George
Vevers, Joseph Hodgson
Wainscot, Thomas
Wake, Richard James
Walsh, Harry John Digby
Ward, Herbert Ibotson
Wardale, Francis James, B.A.
Weatherell, William Herbert
Webb, Henry Lumley
Webb, Richard Frederick
Webster, Francis Joseph
Westlake, Edward Thompson
White, Ralph Neville
Wigan, Alfred Lewis, B.A.
Wilkinson, William
Williams, David Christopher Rowlands
Williams, Howell Price
Wilson, Thomas
Wood, Frederick Albert
Woodhouse, John
Woodhouse, Walter Mantell
Yorath, William

UNITED LAW STUDENTS' SOCIETY.

The usual weekly meeting of this society was held on Wednesday, November 28, in the hall of Clement's-inn, Strand, Mr. H. N. Harvey in the chair. The attendance of members was quite up to the average. Mr. T. Bateman Napier moved, "That the new rules of procedure promote the interest both of the public and the legal profession." An animated and instructive debate was the result, in which Mr. Yates, Mr. Bull, Mr. Eiloart, Mr. Batchelor, Mr. Keep, and Mr. Harvey took part. On a division being taken the motion was declared carried by two votes.

CAMBRIDGE UNIVERSITY.

At St. John's College, a M'Mahon Law Studentship, of the annual value of £150 and tenable for four years, has been awarded to Gilbert Rowland Alston, B.A., LL.B., scholar of the college. These studentships are intended for members of St. John's College who have graduated, and who *bonâ fide* intend to prepare themselves for practice in the profession of the law, either as barristers or solicitors.

LEGAL APPOINTMENTS.

Mr. Roger Frederick Haslewood, solicitor, of Bridgnorth, has been elected Coroner for that borough, in succession to the late Mr. William Dones Batte. Mr. Haslewood was admitted a solicitor in 1876.

Mr. Samuel Thomas Nicholls, solicitor (of the firm of Gordon & Nicholls), of Bridgnorth, has been elected Clerk of the Peace for that borough, in succession to the late Mr. William Dones Batte. Mr. Nicholls was admitted a solicitor in 1861.

Mr. John Fell, barrister, who has been re-elected Mayor of the Borough of Barrow-in-Furness, was called to the bar at the Inner Temple in Trinity Term, 1854. He is a magistrate and deputy-lieutenant for Lancashire.

Mr. G. H. Llewellyn, solicitor (of the firm of Gibbs, Llewellyn, & Lock), of Newport, Mon., has been appointed by the Board of Trade Official Receiver for the Newport (Mon.) District. Mr. Llewellyn was admitted in 1877, and has recently been appointed by the Lord Chancellor a commissioner to administer oaths in the Supreme Court of Judicature.

Mr. Thomas Hudson Jordan, judge of county courts for Circuit No. 26, has been appointed a Magistrate for Lancashire.

Mr. William Johnson Clegg, solicitor, of Sheffield, has been appointed Official Receiver in Bankruptcy for the Sheffield District. Mr. Clegg was admitted a solicitor in 1868. He is an alderman for the borough of Sheffield.

Mr. Robert Paterson, solicitor (of the firm of Jones & Paterson), of Liverpool, has been elected Mayor of the Borough of Birkenhead for the present year. Mr. Paterson was admitted a solicitor in 1849. He is a magistrate and alderman for Birkenhead.

Mr. James William Gadd, solicitor, of Cheltenham, has been appointed

Clerk to the Charlton Kings School Board. Mr. Gabb was admitted a solicitor in 1864.

Mr. Mackay John Graham Scobie, solicitor, of Hereford, has been appointed Official Receiver in Bankruptcy for the Hereford and Leominster Districts. Mr. Scobie was admitted a solicitor in 1875.

Mr. William Shakespeare, solicitor, of Birmingham, Oldbury, and Smethwick, has been elected Clerk to the Oldbury Local Board. Mr. Shakespeare was admitted a solicitor in 1860.

Mr. John Henry Champion Coles, solicitor, has been elected Town Clerk of the newly-incorporated Borough of Eastbourne. Mr. Coles has been for several years clerk to the Eastbourne Local Board. He was admitted a solicitor in 1856; and he is also town clerk of Pevensey, and clerk to the magistrates and Commissioners of Taxes for the liberty of Pevensey.

Mr. Andrew Thomas Shepherd, solicitor, of Durham, Sunderland, and Houghton-le-Spring, has been appointed Deputy Registrar of the Sunderland County Court (Circuit No. 2). Mr. Shepherd is clerk to the Bishopwearmouth Burial Board, and deputy coroner for the Chester Ward of the county of Durham. He was admitted a solicitor in 1876, and he is in partnership with Mr. John Graham, who is coroner for the Chester Ward.

Mr. Joseph Graham, Q.C., has been elected a Bencher of the Middle Temple.

Mr. Thomas Joseph Ridgway, solicitor (of the firm of Ridgway & Worsley), of Warrington and Lymm, has been appointed Official Receiver in Bankruptcy for the Warrington District. Mr. Ridgway was admitted a solicitor in 1871, and he is coroner for the Fee of Halton. His partner, Mr. James Edwardson Worsley, is clerk to the Newton-in-Makerfield Improvement Committee.

Mr. Thomas Edelston, solicitor, of Preston, has been appointed Official Receiver in Bankruptcy for the Preston, Blackburn, and Burnley Districts. Mr. Edelston is an alderman for the borough of Preston. He was admitted a solicitor in 1861.

Mr. Allen Fielding, solicitor and notary (of the firm of Plummer & Fielding), of Canterbury, who has been appointed Deputy Mayor of that city for the present year, is deputy registrar of the diocese of Canterbury and of the archdeaconries of Canterbury and Maidstone. He was admitted a solicitor in 1851.

Mr. Skerrett Holmes, solicitor (of the firm of Mills & Holmes), of Bicester, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Walter George Frank Phillimore, D.C.L., who has been appointed Official of the Archdeaconry of Colchester, in succession to the late Dr. Swabey, is the son of the Right Hon. Sir Robert Joseph Phillimore Bart. He was educated at Westminster and at Christ Church, Oxford, where he graduated as a double first (classics and law and modern history) in 1867. He obtained the Vinerian Law Scholarship in 1868, and he was subsequently elected a fellow of All Souls College, and proceeded to the degree of D.C.L. He was called to the bar at the Middle Temple in Michaelmas Term, 1868, and he is a member of the Western Circuit, pracising also in the Probate, Divorce, and Admiralty Divisions, and in the ecclesiastical courts. He is chancellor of the diocese of Lincoln.

Mr. John Cornelius Moberly, solicitor (of the firm of Adams, Moberly, Shenton, & Faithfull), of Winchester, Southampton, and Alresford, who has been appointed Official Receiver in Bankruptcy for the Portsmouth District, is the son of the Right Rev. George Moberly, D.D., Bishop of Salisbury. He is an M.A. of New College, Oxford, and he was admitted a solicitor in 1872.

Mr. Reginald Bridger, solicitor, of 15, St. Helen's-place, Bishopsgate Within, London, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. William Wyllys Mackeson, Q.C., has been elected Treasurer of the Inner Temple for the ensuing year.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.		Court of Appeal.	V. C. Bacon.	Mr. Justice Kay.
Monday, Dec.	3	Mr. Clowes	Mr. Lavie	Mr. Ward
Tuesday	4	Koe	Carrington	Pemberton
Wednesday	5	Clowes	Lavie	Ward
Thursday	6	Koe	Carrington	Pemberton
Friday	7	Clowes	Lavie	Ward
Saturday	8	Koe	Carrington	Pemberton
		Mr. Justice Chitty.	Mr. Justice North.	Mr. Justice Pearson.
Monday, Dec.	3	Mr. Cobby	Mr. King	Mr. Teesdale
Tuesday	4	Jackson	Merivale	Farrer
Wednesday	5	Cobby	King	Teesdale
Thursday	6	Jackson	Merivale	Farrer
Friday	7	Cobby	King	Teesdale
Saturday	8	Jackson	Merivale	Farrer

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

Blaen Caelan United Lead Mines Company, Limited.—Petition for winding up, presented Nov 19, directed to be heard before Bacon, V.C., at the Royal Courts of Justice on Dec 1. Cunningham and Anwyl, Bridge st, Westminster, solicitors for the petitioner

Consols Bank, Limited.—By an order made by Chitty, J., dated Nov 10, it was ordered that the bank be wound up. Munns and Longden, Old Jewry, solicitors for a creditor

Duplex Electric Light, Power, and Storage Company, Limited.—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Samuel Lovelock, 19, Coleman st. Monday, Jan 14, at 2, is appointed for hearing and adjudicating upon the debts and claims

Halifax Calder Vale Agricultural Steeple Chase and Racing Company, Limited.—Petition for winding up, presented Nov 12, directed to be heard before Pearson, J., on Dec 1. Bower and Co, Chancery lane, agents for Jubb and Co, Halifax

Saint James's Bank, Limited.—Butt, J., has by an order, dated Oct 19, appointed Frederick Whinney, 8, Old Jewry, to be the official liquidator in the place of James Waddell

Staffordshire Rolling Stock Company, Limited.—Pearson, J., has fixed Tuesday, Dec 4 at 12, at his chambers, for the appointment of an official liquidator

Yate Collieries and Lime Works Company, Limited.—Pearson, J., has fixed Dec 3, at 12, at his chambers, for the appointment of an official liquidator

[*Gazette*, Nov. 23.]

Aberdare and Plymouth Company, Limited.—Petition for winding up, presented Nov 24, directed to be heard before Chitty, J., on Dec 8. Radcliffes and and Co, Craven st, agents for Shirley, Cardiff, solicitor for the petitioners

Branesea Island Company, Limited.—By an order made by Bacon, V.C., dated Nov 17, it was ordered that the voluntary winding up of the company be continued. Cunliffe and Co, Chancery lane, solicitors for the petitioner

Electric Motor Syndicate, Limited.—By an order made by Bacon, V.C., dated Nov 17, it was ordered that the voluntary winding up of the syndicate be continued. Beall and Co, Queen Victoria st, solicitors for the petitioner

General Marine Salvage Company, Limited.—Petition for winding up, presented Nov 20, directed to be heard before Kay, J., at his court on Dec 7. Ramskill, Union ct, solicitors for the petitioners

Llansamlet Smelting Company, Limited.—By an order made by Pearson, J., dated Nov 19, it was ordered that the voluntary winding up of the company be continued. Ingle and Co, Threadneedle st, solicitors for the petitioner

London Steamboat Company, Limited.—Petition for winding up, presented Nov 24, directed to be heard before Pearson, J., on Dec 8. Ashurst and Co, Old Jewry, solicitors for the petitioner

Souback and Catir Alan Mining Company, Limited.—Petition for winding up, presented Nov 24, directed to be heard before Bacon, V.C., on Saturday, Dec 8. Bircham & Co, Austin Friars, solicitors for the petitioners

South-East Wynaad Estates and Gold Mining Company, Limited.—Pearson, J., has, by an order dated Nov 19, appointed Henry Spain, 76, Coleman st, to be official liquidator. Creditors are required, on or before Feb 28, to send their names and addresses and the particulars of their debts or claims to Mar 20 at 12 is appointed for hearing and adjudicating upon the debts and claims

Staffordshire Union Bank, Limited.—Chitty, J., has fixed Dec 10 at 12, at his chambers, for the appointment of an official liquidator

[*Gazette*, Nov. 27.]

UNLIMITED IN CHANCERY.

Britannia Permanent Benefit Building Society, Grainger st, Newcastle on Tyne.—By an order made by Bacon, V.C., dated Nov 17, it was ordered that the society be wound up. Pattison and Co, Queen Victoria st, solicitors for the petitioner

[*Gazette*, Nov. 27.]

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

Blackburn Commercial Investment Company, Limited.—By an order made by the V.C., dated Nov 15, it was ordered that the company be wound up. Parker and Co, Manchester, agents for Brothers, Blackburn, solicitor for the petitioner

[*Gazette*, Nov. 23.]

FRIENDLY SOCIETIES DISSOLVED.

Ancient Britons' Society, Horse Shoe Inn, Llangattock, Brecknock. Nov 20

Coddington Brotherly Society, Schoolroom, Coddington, Chester. Nov 17

Grand Master's Council of the Glossop District of Odd Fellows, Albion Inn, Glossop, Derby. Nov 20

[*Gazette*, Nov. 23.]

Poor Man's Friendly Society, Bow Brickhill, Buckingham. Nov 21

Queen Adelaide Benevolent Society, Queen Adelaide Inn, Sneinton, Nottingham. Nov 21

[*Gazette*, Nov. 27.]

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY. LAST DAY OF PROOF.

Boosey, James, High Roding, Essex, Farmer. Dec 24. Matthews v Boosey. Kay, J. Gepp, Chelmsford

Davies, Arthur Henry Saunders, Pentre, Pembroke, Esq. Dec 22. Davies v Davies, Pearson, J. Pennington, New sq, Lincoln's inn

Gooch, Sir Francis Robert Sherlock Lambert, Benacre Hall, Suffolk, Bart. Dec 8. Brogden v Holmes, Pearson, J. Lewis, Ely place, Holborn

Greear, Robert, Darlington, Gent. Nov 30. Allison v Harrison, Bacon, V.C. Robinson, Darlington

Popham, Harcourt Francis Pauncefote, Saint Heliers, Jersey, Dec 22. Popham v Popham, Pearson, J. Longcroft, Clement's inn, Strand

Shaw, Thomas, Peterborough, Labourer. Dec 10. Weston v Shaw, Kay, J. Buckle, Peterborough

[*Gazette*, Nov. 13.]

Banks, Jane Eliza, Abbey rd, St John's Wood. Dec 21. Porter v Wilcox, Kay, J. Burt, Argyll st, Regent st

Edwards, Thomas, Derby. Dec 17. Endsor v Hunt, North, J. Sale, Derby

Spry, Frederic Edmund, Secunderabad, East Indies, Major 38th Madras Native Infantry. Dec 10. Spry v Spry, Bacon, V.C. Gardiner, Lincoln's inn fields

Walford, Frederick Hancorne, Bolton st, Piccadilly, Solicitor. Dec 22. Andrew v Andrew, Pearson, J. Vaughan, Lincoln's inn fields

West, Benjamin, Liverpool rd, Islington, Bookbinder. Dec 7. West v West Bacon, V.C. Neave, Friday st

[*Gazette*, Nov. 16.]

CREDITORS UNDER 22 & 23 VICT. CAP. 35.
LAST DAY OF CLAIM.

ADAMS, RICHARD, Farnborough, Southampton, Commander Royal Navy. Dec, 20. Tomlin, Old Burlington st
CALAMINUS, AUGUSTUS CHRISTIAN FRANZ, Cardiff, Glamorgan, Merchant. Jan 16. Downing and Handcock. Cardiff
CARROLL, JAMES, Bootle, Lancaster, Gent. Dec 20. Johnson, Liverpool
COLLINGBOURNE, ISABELLA, Evelina rd, Lausanne rd, Peckham. Dec 15. Jourdain, Ludgate hill
DREW, FRANCIS ROBERT, Leamington Priors, Warwick, Clerk in Holy Orders. Dec 24. Hannay and Haymes, Leamington
FLINT, ELIZA HARRIETT, Wellington st, Upper st, Islington. Dec 20. Hall, Gray's inn square
HANDFORD, THOMAS ISAAC, Calcutta, India, Jeweller. Jan 1. Power and Co, Gt James st, Bedford row
HAWKINS, CHARLES EDWARD, Sandhurst, Berks, Government Contractor for Hay. Jan 1. Cooke, Wokingham
HUDSON MARIA, Leeds. Dec 20. Ford and Warren, Leeds
JOHNSON, JAMES, Liverpool, Cartowner. Dec 14. Whitley and Co, Liverpool
KENDALL, WILLIAM, Bristol, Gent. Dec 31. Scott, Gloucester
LARDNER, JOSEPH, Hosier lane, West Smithfield, Whip Manufacturer. Dec 17. Pearce and Sons, Gt Ispur st
LEVY, ALBERT, Hall rd, St John's Wood, Esq. Dec 29. Emanuel and Simmonds, Finsbury circus
PEACOPP, EDMUND, South square, Gray's inn, Solicitor. Dec 31. Helder and Roberts, Verulam bldgs, Gray's inn
RICHARDSON, HARRIETT, Millbrook, near Southampton, Hants. Dec 31. Stephens and Stephens, Essex st, Strand
RICHARDSON, ISABEL, Leamington, Warwick. Dec 31. Clarkson and Co, Carter lane, Doctors' commons
SCHOFIELD, ETHELINDA, York, Tobacconist. Dec 31. Peters, York
SLADEN, CHARLES HENRY, Porchester gate, Hyde park, Esq. Jan 1. Hudson and Co, Queen Victoria st
SMITHERS, WILLIAM FLOWER, Brockley, Kent, Sack and Bag Merchant. Dec 7. Styer, Threadneedle st
STEBBING, Rev HENRY, D.D., St James's Parsonage, Hampstead rd. Dec 22. Justice, Bernard st, Russell square
STEED, GEORGE, Birmingham. Dec 13. Price, Birmingham
THODAY, INGLE FEW, Willingham, Cambridge, Corn Merchant. Dec 31. Eaden and Knowles, Cambridge,
THORN, JOSEPH, Croydon, Surrey, of no occupation. Dec 31. Nicholls, Lincoln's inn fields
TICKELL, JOSEPH HOLLICK, Linden gardens, Esq. Jan 10. Lyne and Holman, Gt Winchester st
[*Gazette*, Nov. 20.]
ALDOUS, JOHN, Brighton, Sussex, Ironmonger. Jan 1. Bristow, London st, Greenwich
BARBOUR, THOMAS, Winchester st, Esq. Dec 31. Graham, Westminster chmbrs, Victoria st
BARLOW, FREDERICK WILLIAM PRATT, Old Bailey, Esq. Dec 25. Paterson and Co, Lincoln's inn fields
BEAIN, WILLIAM, Deptford, Surrey, Gent. Dec 1. Hogan and Hughes, Martin's lane, Cannon st
BURGESS, GEORGE MACKLAND, Kenilworth rd, Victoria park, Bethnal Green, Paper Stainer. Dec 24. Voss, Vestry Hall, Bethnal green
CAVILL, ROBERT, Tiverton, Devon, Coachman. Jan 16. Densham, Bampton
COLLETT, THOMAS, Kings Ripton, Huntingdon, Farmer. Dec 24. Hunnybun, Huntingdon
CORTON, WILLIAM, North bldgs, Eldon st, Ironmonger. Jan 2. Hill and Co, Old Broad st
COURTNEY, CHARLES HENRY PAIN, Littleton, Hants. Jan 16. Blackmore and Shield, Alresford
COX, GEORGE, Calow, Derby, Farmer. Feb 1. Shipton and Co, Chesterfield
CRIMP, RICHARD GEORGE, Tooley st, London Bridge, Coffee House Keeper. Jan 8. Wilson, Bedford row
CROFTON, FREDERICK EDWARD CHARLES LOWTHER, Westbourne terrace, Hyde park, Esq. Dec 25. Paterson and Co, Lincoln's inn fields
CURTIS, GEORGE, Mincing lane. Dec 29. Rae, Mincing lane
DANIELS, FREDERICK WILLIAM, Lower Tooting, Surrey, Clerk. Dec 23. Hickin and Graham, Serjeant's inn, Fleet st
FOX, MARY, Plymouth, Devon. Dec 24. Fox, Plymouth
FRITH, GEORGE, Leicester, Agent. Feb 14. Harris, Leicester
GRIMMOND, DAVID, Greenhithe, Kent, Carman. Dec 8. Ridley, Dartford
HALL, FREDERICK ANDREW, East Wickham, Kent, Gent. Dec 10. Russell and Co, Old Jewry chambers
HAMES, JOSEPH, Leicester, Gent. Jan 5. Stevenson and Son, Leicester
HEAP, JAMES, Grindlestone Bank, near Halifax, York. Dec 15. Rhodes, Halifax
HEPPLE, GEORGE PETER, North Shields, Northumberland, Engine Builder. Dec 21. Reynoldson, South Shields
JONES, JOB, Tattenhall, Chester, Gent. Dec 1. Moss and Sharpe
LEVY, BENJAMIN, Leicester, Clothier. Feb 1. Haxby and Partridge, Leicester
MADDISON, JOHN, Bishop Auckland, Durham, Agent. Dec 20. Stewart, Darlington
MAKE, GEORGE FRANCIS, Alresford, Hants. Jan 17. Blackmore and Shield, Alresford
MOSS, ELIAS, Liverpool, Gent. Jan 8. Pierce and Hartley, Liverpool
PEGLER, THEOPHILUS HADDOCK, Eatington, Warwick, Gent. Dec 25. Francis, Stow on the Wold
QUINN, ALBION, Brook green, Hammersmith, Gent. Dec 20. Brown, Lincoln's inn fields
SAMUEL, HENRIETTA, Gloucester terrace, Hyde park. Dec 22. Kearsey and Co, Old Jewry
SHAW, WILLIAM BANNISTER, Warwick, Gent. Dec 24. Moore, Warwick
SLADE, ALFRED JEREMIAH, Ware, Hertford, Gent. Dec 22. Gisby and Son, Ware
SOLLY, JOHN, Ramsgate, Gent. Feb 28. Daniel, Ramsgate
SPOSON, WILLIAM, sen. Hatton hill Farm, near Shifnal, Salop, Farmer. Jan 19. Colebourn, Wolverhampton
STEBBING, Rev HENRY, D.D., St James's Parsonage, Hampstead rd. Dec 22. Justice, Bernard st, Russell square
THOMPSON, EMILY FRANCES ANNE, Hawkhurst, Kent. Dec 31. Farrer and Co, Lincoln's inn fields
TOKER, PHILIP CHAMPION, Adam st, Adelphi, Esq. Jan 5. Walker and Co, Theobald's rd, Gray's inn
THWAITE, JOSEPH, Halifax, Farmer. Dec 20. Ingram and Huntriss, Halifax
WARREN, JAMES, Stockwell, Surrey, Esq. Jan 5. Wansey, Bristol
WEBSTER, JAMES, Ramsgate, Kent, Surgeon. Dec 31. Daniel, Ramsgate
WILLIAMS, JOHN, Bootle, Lancaster, Draper. Dec 26. Morris and Jones, Liverpool
WINSOR, ROSINA BENYON, Pembridge gardens, Bayswater. Jan 8. Roy and Cartwright, Lothbury
WINTER, MATTHEW LEA, Gosberton, Lincoln. Jan 5. Bailes, Boston
[*Gazette*, Nov. 23.]
ACKROYDE, JAMES, Halifax, York, Wool and Waste Dealer. Dec 31. Jubb and Co, Halifax
ADCOCK, HENRY PHILLIPS, Stoneleigh, Warwick, Farmer. Jan 1. Hughes and Massey, Coventry
BEER, JOHN, Stoke Damarel, Devon, Solicitor. Dec 24. Shelley, Plymouth
BOYD, [illegible] T, Woking, Surrey, Gent. Dec 31. Sidgwick and Biddle, Gresham st
BULLER, WENTWORTH WILLIAM, Whimple, Devon, Esq. Jan 19. Walker and Co, Theobald's rd, Gray's inn
COOPER, ELLEN, Torquay, Devon. Feb 1. Reichel, Spersholt Vicarage, Wantage
CROSSLAND, AMELIA, Almondbury, York. Dec 15. Craven and Sunderland, Huddersfield
DOLPHIN, JOHN LLOYD, Minsterley, Salop, Gent. Dec 31. Nevett, Shrewsbury
HAMILTON, Most Hon. GEORGE, Marqu's of Donegall, Grosvenor sq. Jan 14. Cookson and Co, New sq, Lincoln's inn
GRUBB, MARY, South Moreton, Berks. Dec 8. Slade, Wallingford
HALFORD, THOMAS, Fownhope, Hereford, Farmer. Dec 15. James and Bodenham, Hereford
HAMER, JOHN, Llandudno. Jan 21. Chamberlain, Llandudno
HAWKINS, WILLIAM EDWARD, Sandhurst, Berks, Farmer. Jan 1. Cooke, Wokingham
HILLARY, JOSEPH, Broadgreen, nr Liverpool, Grocer, Dec 16. Wyles, Liverpool
JACKSON, JOHN MILBOURNE, St Edmund's ter, Regent's pk, Captain in H.N. Dec 31. Johnson and Co, Austin friars
JONES, THOMAS, Caronisclawdd, Cardigan, Farmer. Dec 12. Hughes and Sons, Aberystwith
KEMPE, Rev EDWARD MARSHALL, Linkinhorne, Cornwall, Clerk. Dec 31. Coulard and Co, Launceston
LANDFIELD, CHARLES, Baltic Wharf, Commercial rd, Lambeth, Corn Merchant. Jan 10. Marsh, Fen ct, Fenchurch st
NUTT, JOSEPH, Patricroft, Lancaster. Dec 25. Weston and Co, Manchester
RADFORD, JANE, Norton, Derby. Jan 8. Allen, Sheffield
REEVE, CHARLES, Colchester, Essex, Plumber. Dec 14. Pope and Co, Colchester
ROE, MARY, Belgrave, Leicester. Dec 14. Wright and Co, Leicester
SLINGSBY, JAMES, Kildwick, York, Esq. Jan 31. Wright, Skipton
SMITH, BENJAMIN, Manchester, Glass Stainer. Jan 25. Heywood and Son, Manchester
SUTTON, EDWARD, Victoria st, Westminster, Gent. Feb 1. Fraser, Soho sq
THODY, INGLE FEW, Willingham, Cambridge, Corn Merchant. Dec 31. Eaden and Knowles, Cambridge
THOMPSON, MARY, Roocote, nr Barrow in Furness, Lancashire. Dec 8. Taylor, Barrow in Furness
TILLEY, MARGARET, Putney, Surrey. Dec 24. Hanbury and Co, New Broad st
TOWNSEND, Rev WILLIAM LAWRENCE, Cheltenham. Dec 31. Kearsey and Parsons, Stroud
TROUNSON, JOHN SANDOW, Lee, Accountant. Dec 24. Ingle and Co, City Bank chbrs, Threadneedle st
WALCOT, EDGAR HENRY ACKLOM, Ilfracombe, Esq. Dec 31. Salt and Sons, Shrewsbury
WILKIE, JOHN, Newcastle upon Tyne, Gent. Dec 31. Kenmir, Gateshead
[*Gazette*, Nov. 27.]

"A Solicitor" writes to the *Daily News* on November 24: "Having a case which was in the paper for trial yesterday, and there being a doubt whether it would be in to-day's paper, I went last night after seven p.m., and again at great inconvenience this morning about nine a.m., to the Royal Courts to see the lists. The gates were shut, and no list was exposed. It is not given to everyone to search the list within the hours during which the gates are kept open. Some of us have our offices miles away. Surely the cause lists for each day should be publicly and continuously exposed from the time they are made up until the close of the day to which they apply."

SALES OF ENSUING WEEK.

Dec. 3.—Messrs. MORTIMER JONES & HENRY, at the Mart, at 1 for 2 p.m., Freehold and Leasehold Breweries (see advertisement, Nov. 17, p. 4).
Dec. 3.—Messrs. ROGERS, CHAPMAN, & THOMAS, at the Mart, at 2 p.m., Freehold and Leasehold Properties (see advertisement, Nov. 24, p. 2.)
Dec. 4.—Mr. DAVID J. CHATTELL, at the Mart, at 2 p.m., Freehold Ground-rents (see advertisement, Nov. 10, p. 18).
Dec. 4.—Messrs. WM. & F. HOUGHTON, at the Mart, at 2 p.m., Leasehold Property (see advertisement, Nov. 24, p. 2).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

FARWELL.—Nov 26, the wife of George Farwell, of Lincoln's-inn, barrister-at-law, of a son.
HADDELSEY.—Nov 24, at Great Grimsby, the wife of S. T. Haddelsey, solicitor, of a daughter.
READ.—Nov 22, at 19, Queen-square, Bath, Louise Emily Bowes, wife of George Sidney Read, barrister-at-law, of a son.

DEATH.

BIRCHAM.—Nov 25, at Burhill, Walton-on-Thames, Francis Thomas Bircham, aged 73.

LONDON GAZETTES.

Bankrupts.

FRIDAY, Nov. 23, 1883.
Under the Bankruptcy Act, 1869.
Creditors must forward their proofs of debts to the Registrar.
To Surrender in London.
Bucknall, Hamilton Lindsay, Victoria Mansions, Westminster, Civil Engineer. Pet Nov 20. Murray. Dec 6 at 11
Gould, Robert Freke, King's Bench walk, Temple, Barrister at Law. Pet Nov 21. Brougham. Dec 4 at 11.30
To Surrender in the Country.
Bruton, W. T. C., Cranfield villa, Hanwell, Assistant Engineer. Pet Nov 28. Ruston. Brentford, Dec 11 at 11
Harrison, George, Huddersfield, Chemist. Pet Nov 21. Jones. Huddersfield, Dec 6 at 11
Horne, James, Ely, Cambridge, Wine Merchant. Pet Nov 21. Eaden. Cambridge, Dec 8 at 12
Howitt, John, Wisbech St Peter, Cambridge, Grocer. Pet Nov 19. Partridge. King's Lynn, Dec 7

Plant, Alfred, Endon, nr Leek, Stafford, Earthenware Manufacturer's Manager. Pet Nov 21. Yates. Macclesfield, Dec 5 at 11
St John, Joseph William, Gladstone rd, Wimbledon, Builder. Pet Nov 17. Bell. Kingston, Dec 6 at 4

TUESDAY, Nov. 27, 1883.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Johnson, George, Lombard ct, Solicitor. Pet Sept 8. Hazlitt. Dec 11 at 11
Louis, Isadore E., Coldharbour lane, Brixton. Pet Nov 33. Hazlitt. Dec 12 at 12.30
Mason, Francis Augustus, and Thomas Mason, St Paul's rd, Limehouse, Drapers. Pet Nov 23. Hazlitt. Dec 12 at 12.30
Miller, Barnett, High st, Shadwell, Boot and Shoe Manufacturer. Pet Nov 23. Hazlitt. Dec 12 at 1
Williams, Thomas, Archell rd, West Kensington, Builder. Pet Nov 22. Pepys. Dec 12 at 12

To Surrender in the Country.

Bruton, W. T. C., Hanwell, Assistant Engineer. Pet Nov 20. Ruston. Brentford, Dec 11 at 11
Chapman, Henry, Middlesborough, Joiner. Pet Nov 23. Crosby. Stockton on Tees, Dec 14 at 11
Horne, James (and not Horne, as erroneously printed in last Gazette), Ely, Cambridge, Wine Merchant. Pet Nov 21. Eaden. Cambridge, Dec 8 at 12
Welch, George, sen, Ampthill, Bedford, Builder. Pet Nov 23. Pearse. Bedford, Dec 10 at 11

BANKRUPTCIES ANNULLED.

FRIDAY, Nov. 23, 1883.

Major, Albert, Cannon st. Nov 13

TUESDAY, Nov. 27, 1883.

Stapleton, Harvey, and Francis William Jerrard, Peterborough, Northampton Corn Merchants. Nov 23

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Nov. 23, 1883.

Astley, Edward, Stamford rd, Hooley hill, nr Manchester, Hat Maker. Dec 7 at 3 at King's Arms Hotel, Spring gardens, Manchester. Clayton and Wilson, Ashton under Lyne
Bauman, Nathan, High st, Whitechapel, Cigarette Maker. Dec 6 at 3 at office of Cummins, Devonshire chbrs, Bishopsgate st Without
Betteridge, William, Windsor, Berks, Engine Fitter. Dec 8 at 2 at office of Phillips and Ford, Sheet st, Windsor
Blakeman, Charles, Hammerwich, nr Lichfield, Stafford, Butcher. Dec 5 at 3 at office of Sheldon, High st, Wednesbury
Blenkiron, William, Clarges st, Mayfair, Stud Farm Keeper. Dec 10 at 2 at Law Institution, Chancery lane. Harvey and Co, Bedford row
Bowers, Frederick Tom, Tunstall, Stafford, out of business. Dec 4 at 2 at Vine Hotel, Stafford. Jackson, Hanley
Bowring, Thomas, Westbourne, nr Bournemouth, Hants, Builder. Dec 6 at 3 at office of Trevanion, the Arcade, Bournemouth. Trevanion and Curtis, Poole
Brammer, George, Sheffield, Draper. Dec 1 at 12 at Law Society, Hoole's chbrs, Bank st, Sheffield. Binney, Sheffield
Braybrooke, Stephen Henry, and John Kershaw, Manchester, Cotton Spinners. Dec 18 at 2 at Mitre Hotel, Cathedral Gates, Manchester. Bullock and Worthington, Manchester
Brown, Peter, Bradenham, Buckingham, out of business. Dec 7 at 2 at office of Bliss, High st, High Wycombe
Brumpton, Robert, Lincoln, Baker. Dec 6 at 12 at office of Williams, Silver st, Lincoln
Bull, John, Newport, Isle of Wight, Miller. Dec 10 at 3 at Warburton's Hotel, Quay st, Newport. Blake, Newport
Burden, Stephen, Lower Grangetown, Cardiff, Postmaster. Oct 5 at 12 at office of Lovett, Duke st, Cardiff. Cousins, Cardiff
Burns, John, Carlisle, Innkeeper. Dec 5 at 3 at office of Errington, Lowther st, Carlisle
Burrows, Thomas, Ashton-in-Makerfield, Lancaster, Grocer. Dec 6 at 11 at office of Parkerson, King st, Wigan
Butt, Charles, and George Charles Butt, Castle Cary, Somerset, Grocers. Dec 7 at 10.30 at Red Lion Inn, Yeovil. Watts, Yeovil
Campbell, Archibald. John Higgins Bull, and William Cave Hesilrige Buckby, Neptune Mineral Waterworks, Brondesbury, Kilburn, Mineral Water Manufacturers. Dec 3 at 12 at office of Philpott, Guildhall chbrs, Basinghall st
Cartwright, Thomas, Bridgnorth, Salop, Haulier. Dec 10 at 12.30 at office of Haslewood, Bank st, Bridgnorth
Chamberlain, Henry, Birmingham, Grocer. Dec 5 at 2.30 at office of James, Temple st, Birmingham
Clarke, George, Ironmonger, Lowestoft, Suffolk. Dec 6 at 12 at office of Fitch, Bedford row Stanley, Norwich
Coombes, William, Exeter, Fruiterer. Dec 6 at 11 at office of Southcott, Post Office st, Bedford circus, Exeter
Coombes, Walter Angus, and James Coombes, West Hartlepool, Shoe Dealers. Dec 5 at 3 at offices of Simpson, Church st, West Hartlepool
Crabtree, Richard Wadsworth, James Crabtree, jun, and Eugene Alfred Crabtree, Leeds, Ironfounders. Dec 5 at 2 at office of Walker and Tweedale, South parade, Leeds
Dalton, Alfred, and Harry Dalton, Denby Dale, nr Huddersfield, Tailors. Dec 7 at 3 at office of Clough and Brook, Queen st, Huddersfield
Deeble, Richard, Heckmondwike, York, Boot Dealer. Dec 3 at 3 at office of Chamberlain, New st, Leicester. Mitcheson, Heckmondwike
Diglin, Thomas, Parson Drove, Cambridge, Farmer. Dec 5 at 11 at office of Ollard, York row, Wisbech
Dore, Thomas, Joseph, Gorleston, Suffolk, Smack Owner. Dec 5 at 12 at office of Clarke, Regent st, Gt Yarmouth
Elliott, Henry George, Harrow rd, Paddington, Baker. Nov 30 at 2 at office of Holroyde, Finsbury pavement
Fairs, Arthur, Crook, Durham, Innkeeper. Dec 6 at 11 at office of Maw, jun., Market pl, Bishop Auckland
Ferris, John, Vauxhall bridge rd, Cheesemonger. Dec 13 at 3 at 270, High Holborn. Poncione and Leggatt, Raymond bldgs, Gray's inn
Friswell, John, Handsworth, Stafford, Baker. Dec 7 at 11 at office of Caddick, Holyhead rd, Handsworth
Goodwin, Hugh Thomas, Walsall, Stafford, Chemist. Dec 10 at 3 at office of Jaques, Temple row, Birmingham
Greenwood, George, Rothwell, York, Greengrocer. Dec 10 at 11 at office of Tennant and Barret, Albion st, Leeds
Hammond, Alfred, Gosport, Stationer. Dec 11 at 2 at 145, Cheapside. Way
Harry, David, Britonferry, Glamorgan, Collier. Dec 6 at 11 at office of Davies, Alma pl, Neath
Henson, Robert, Nottingham, Bootmaker. Dec 5 at 3 at office of Lees, Severn chbrs, Middle pavement, Nottingham
Hern, William, Exeter, Builder. Dec 5 at 11 at office of Wills, Bath st, Exeter. Hartnoll. Exeter
Hill, Walter Thorold, and William Thomas Morton, Coventry, Bicycle Manufacturers. Dec 6 at 12 at St Michael's Hall, George yd, Lombard st. Farish, Coventry
Hinde, Walter Henry, Sheffield, Solicitor. Dec 14 at 3 at office of Law Society, Bank st, Sheffield. Montagu, Bucklersbury
Hodgson, William, Hutton Magna, York, Labourer. Dec 4 at 11 at office of Robinson, Chancery lane, Darlington
Holder, Henry, Hulme, Aerated Water Manufacturer. Dec 10 at 3 at office of Diggles and Ogden, Booth st, Manchester
Holder, George William, Freeman's ct, Cheapside, Lace Goods Manufacturer. Dec 7 at 3 at office of Blewitt and Tyler, Gracechurch st
Hoskins, John Fred, Nottingham, Plumber. Dec 7 at 3 at office of Wells and Hind, Fletcher gate, Nottingham
Hunt, Nathaniel, Over Darwen, Lancaster, Grocer. Dec 7 at 11 at Angel Hotel, Market st, Over Darwen. Ramsbottom, Over Darwen
James, John Charles, and William Charles Davies, Liverpool, Auctioneers. Dec 10 at 3 at office of Harris and Gorst, Lord st, Liverpool
Jenkins, James Stephens, Coventry, Licensed Victualler. Dec 6 at 11 at office of Hughes and Masser, Little Park st, Coventry
Jones, Christmas, Ruabon, Bootmaker. Dec 7 at 2 at office of Pierce, Regent st, Wrexham
Jones, Isaac, sen, Pontypool, Grocer. Dec 5 at 11 at office of Dauncey, Albion chbrs, Newport
Jones, James, Wolverhampton, Lock Manufacturer. Dec 20 at 3 at office of Wilcock, North st, Wolverhampton
Jones, Mary Ann, Abbotsford, Marlborough rd. Dec 10 at 2 at office of Boyes and Child, Poultry. Saxelby and Faulkner, Ironmonger lane
Jones, Peter Luke, Festiniog, Hotel Keeper. Dec 6 at 12 at Junction Hotel, Llandudno. Ellis, Blaenau Festiniog
Jordan, James, East Dean, Gloucester, Collier. Dec 6 at 12 at Lion Hotel, Cinderford. Goldring, Cinderford
King, Thomas, Burslem, Stafford, Grocer. Dec 6 at 11 at office of Tomkinson, St John's chbrs, Burslem
King, William, Linthorpe, York, Landowner. Dec 5 at 2.30 at office of Belk, Post Office chbrs, Middlesborough
Lander, James, Liverpool, Joiner. Dec 5 at 3 at office of Roose and Co, North John st Liverpool. Rowe and Co, Liverpool
Lane, James, Bristol, Builder. Dec 5 at 2 at office of Peters, Corn st Bristol
Langbein, Theodore Ludwig Emil, Aldersgate st, Commercial Traveller. Dec 1 at 1 at office of Smith, Leadenhall st
Lawson, Seth, Northampton, Machine Agent. Dec 4 at 3 at office of Walker, Abington st, Northampton
Lewis, William, Carmarthen, Builder. Dec 4 at 11 at office of Griffiths, St Mary st, Carmarthen
Lucas, Henry, Southsea, Hampshire, Grocer. Dec 10 at 1 at 145, Cheapside. Verrall, Worthing
Maber, George, Croydon, Surrey, Baker. Dec 14 at 2 at George Inn, Old Town, Croydon. Fenton and Phillips, Worship st
Marchant, Thomas, jun, Verney rd, Rotherhithe New rd, Timber Merchant. Dec 5 at 3 at office of Spencer and Co, Gt James st, Bedford row
McClellan, William Johnstone, Bradford, York, Draper. Nov 30 at 2 at Blackfriars Hotel, Manchester. Singleton, Bradford
Messham, William, Chester, Cab Proprietor. Dec 5 at 3 at office of Ellis, Newgate st, Chester
Nicholson, Samuel Robert, Gt Yarmouth, Norfolk, Fruiterer. Nov 30 at 12 at office of Wiltshire, South Quay, Gt Yarmouth
Nicholson, Thomas, Liverpool, Grocer. Dec 7 at 3 at office of Pennock and Guest, Victoria st, Liverpool
Orves, Whibrow, Redgrave, Suffolk, Blacksmith. Dec 4 at 12 at office of Gross, Crown st, Bury St Edmunds
Pearce, John, Newton Abbot, Devon, Tea Merchant. Dec 8 at 11 at Inns of Court Hotel, Holborn. Beachy, Newton Abbot
Postle, John, Manchester, Beerhouse Keeper. Dec 12 at 3 at office of Woodall and Marriott, Norfolk st, Manchester
Price, Thomas William, Gloucester, Farmer. Dec 7 at 11.30 at office of Henderson, Berkeley st, Gloucester
Pye, Henry Stockman, Exeter, Poulterer. Dec 8 at 11 at office of Fewings, Queen st, Exeter. Hartnoll, Exeter
Raimes, Herbert, West end lane, Kilburn, Ironmonger. Dec 10 at 12 at office of Fraser, Moorgate st
Ratcliffe, Ralph, Newcastle-under-Lyme, Plumber. Dec 6 at 11 at office of Griffith, Iron Market, Newcastle-under-Lyme
Reed, John, Liverpool, Bootmaker. Dec 7 at 3 at office of Harris, Harrington st, Liverpool
Roberts, John, Bolton, Innkeeper. Dec 6 at 11 at office of Balshaw, Nelson sq, Bolton
Robinson, John, Peckham, Grocer. Dec 11 at 2 at office of Nicholls, Old Jewry chbrs
Rose, John, Southampton st, Camberwell, Timber Merchant. Dec 5 at 12 at Guildhall Tavern, Gresham st. Geaussent, Bishopsgate st Without
Rule, Harriett, Chatham, Housekeeper. Dec 7 at 3 at office of Wood and McLellan, High st, Rochester
Semper, Thomas, Queen Victoria st, Housekeeper. Dec 7 at 2 at Masons' Hall Tavern, Masons' avenue, Basinghall st. Badham and Williams, Salter's Hall ct, Cannon st
Simpson, John, Kendal, Westmorland, Grocer. Dec 5 at 11 at office of Thompson, Highgate, Kendal
Slawson, Henry, Granby, Nottingham, Baker. Dec 5 at 3.30 at office of Acton and Marriott, Victoria st, Nottingham
Smith, William, Barrow in Furness, Draper. Dec 6 at 3 at Station Hotel, Carnforth. Pinckney, Barrow in Furness
Smith, William, Birmingham, Builder. Dec 6 at 3 at office of Wright and Marshall, New st, Birmingham
Smyth, William Doveton, Bow st, Covent Garden, Solicitor. Nov 30 at 12 at Cannon st Hotel, Cannon st. Tripp, Catherine st, Strand
Sparrowhawk, Clements, Edenbridge, Kent, Bootmaker. Dec 3 at 10.45 at office of Barker, London rd, Red hill. Richardson
Stansfield, Joseph, Newchurch, Lancaster, Wool Stapler. Dec 12 at 3 at Royal Hotel, Waterfoot. Woodcock, Haslingden
Thornton, Joseph, Manchester, Leather Dealer. Dec 11 at 3 at office of Marshall, Clarence bldgs, Manchester
Vaughan, James, Oswestry, Salop, Cabinet Maker. Dec 6 at 2 at Public Hall, Oswestry. Ellis, Oswestry
Ward, Edwin John, Cambridge rd, Bethnal Green, Carman. Dec 18 at 3 at office of Christmas, Walbrook
West, James, Pontypridd, Glamorgan, Grocer. Dec 6 at 12 at office of Morgan and Rhys, Pontypridd
Woodcock, Andrew, South Shields, Durham, Hairdresser. Dec 3 at 10 at office of Scott, King st, South Shields
Worcester, Frederick, Kenilworth, Warwick, out of business. Dec 6 at 3 at office of Hughes and Masser, Little Park st, Coventry
Worth, Henry Richard, Wandsworth rd, Blind Maker. Dec 6 at 3 at office of Pearce, Chancery lane. Ratcliff, Bishopsgate st, Within

TUESDAY, Nov. 27, 1883.

Abelson, Isaac, Ferndale, nr Pontypridd, Pawnbroker. Dec 11 at 12 at office of Lovett, Duke st, Cardiff. Rosser, Pontypridd
Alderson, Stephen Stringer, Rusholme, nr Manchester, Grocer. Dec 12 at 11 at office of Lawson and Coppock, Mount st, Manchester
Alexandre, Joseph, Birmingham, Warehouseman. Dec 14 at 12 at office of Milward and Co, Waterloo st, Birmingham
Atfield, John Charles, Lyminster, Sussex, Cement Manufacturer. Dec 11 at 3 at office of Holmes and Co, Arundel

Bedson, William, Stoke upon Trent, Basket Manufacturer. Dec 10 at 11.15 at London and North-Western Hotel, Stafford. Wilson, Stoke on Trent
Bower, Edward Laurence Beresford, York st, Battersea, Licensed Victualler. Dec 6 at 4 at office of Lovett and Co, King William st
Brown, Charles Frederick, Portsea, Plumber. Dec 11 at 1 at 145, Cheapside. King, Portsea
Butler, Samuel, Leeds, Draper. Dec 7 at 3 at office of Hardcastle and Barnfather, Victoria sq, Leeds
Carter, Sam, Halifax, Contractor. Dec 11 at 3 at office of Moore, Ward's End, Halifax
Catchlove, George, Liverpool, Boot Dealer. Dec 10 at 3 at office of Bleakley, Hamilton sq, Birkenhead
Childs, Henry, Melcombe Regis, Dorset, Waiter. Dec 12 at 12 at office of Street, Upper Bond st, Melcombe Regis
Chilton, Edmond, Princes Risborough, Buckingham, Farmer. Dec 18 at 3 at office of Reynolds, High st, High Wycombe
Clark, William, Brighton, Sussex, Photographic Artist. Dec 12 at 3 at 145, Cheapside. Goodman, Brighton
Cook, William, Blundell st, Caledonian rd, Beerhouse Keeper. Dec 5 at 4 at office of Yorke, Marylebone rd
Coombes, George, Waldron, Sussex, no occupation. Dec 10 at 11.30 at Guildhall Tavern, Gresham st. Coles and Carr, Eastbourne
Copping, Walter Thomas, Stowmarket, Suffolk, Miller. Dec 17 at 11 at Fox Hotel, Stowmarket. Gudgeon, Stowmarket
Cowley, Edward, Gravel lane, Southwark, Carman. Dec 11 at 3 at office of Cooper and Co, Lincoln's-inn-fields
Craythorne, George, Warmington, Northampton, Baker. Dec 17 at 12 at Talbot Hotel, Oundle. Richardson and Son, Oundle
Dade, Harriett, Yeovil, Somerset, Boot Seller. Dec 10 at 12 at office of Watts, Yeovil
Dracott, Richard Ingram, Brighton, Sussex, Grocer. Dec 11 at 3 at 6 Arthur st, East. Carter and Bell, Idol lane
Dugdale, Willard Richard, Clitheroe, Lancaster, Tailor. Dec 12 at 11 at Old Bull Hotel, Church st, Blackburn. Eastham and Aitken, Clitheroe
Dymond, William, Exeter, Wine Merchant. Dec 7 at 1 at Grand Hotel, Bristol. Orchard
Eaton, Joseph Ford, Sandbach, Chester, Boot and Shoe Maker. Dec 8 at 1 at office of Bygott, High st, Crewe
Ellis, Joseph, jun, Rawcliffe, nr Selby, York, Grocer. Dec 13 at 11 at Lowther Hotel, Aire st, Goole. Smith, Leeds
Findlay, George Bryce Girvan, Salisbury ct, Fleet st, Stationer. Dec 11 at 2 at office of King, North bldgs, Finsbury circus
Galpin, Arthur William, Oxford, Steam Sawyer. Dec 13 at 3 at office of Galpin, New Inn Hall st, Oxford
Gardener, William, Derby, Innkeeper. Dec 12 at 3 at office of Briggs, Full st, Derby
Geere, Matthew, Sittingbourne, Kent, Builder. Dec 6 at 12 in lieu of day and time originally named
Green, James, Stourbridge, Worcester, Licensed Victualler. Dec 7 at 3 at office of Homfray and Holberton, High st, Brierley hill
Gregory, Jabez, Nottingham, Music Seller. Dec 10 at 2 at 83, Gresham st. Norman, Nottingham
Hancock, John, sen, Graveney rd, Lower Tooting, Cab Proprietor. Dec 6 at 2 at 145, Cheapside. White, Queen st, Cheapside
Harvey, John Trevithick, Goldhawk rd, Shepherd's Bush, Warehouseman. Dec 5 at 3 at office of Pain, Marylebone rd, Marylebone
Henderson, William, Portsea, Hants, Bicycle and Tricycle Maker. Dec 12 at 12.30 at 145, Cheapside. Feltham, Portsea
Hoggarth, William, Colton, Lancaster, Innkeeper. Dec 12 at 11 at Temperance Hall, Ulverston. Poole, Ulverston
Howells, David, Aberdare, Boot Manufacturer. Dec 8 at 12 at office of Linton and Kenshole, Canon st, Aberdare
James, Thomas Philip, Manchester, Merchant. Dec 14 at 3 at Grosvenor Hotel, Deansgate, Manchester. Addleshaw and Warburton, Manchester
Kettel, Steven, Melton Mowbray, Licensed Victualler. Dec 12 at 12 at office of Stone and Co, Welford pl, Leicester
Lee, Donald McPhee, Halton, Chester, Coal Merchant. Dec 10 at 2 at Patten Arms Hotel, Warrington. Linaker, Runcorn
Lifton, William, Pembroke Dock, Grocer. Dec 5 at 12 at 2, Water st, Pembroke Dock. Brown, Pembroke Dock
Littlewood, Joseph Alfred, Huddersfield, Commercial Traveller. Dec 12 at 11.30 at office of Fisher and Preston, Queen st, Huddersfield
Lusher, George Gayford, Birmingham, Machinist. Dec 10 at 3 at office of Fallows, Cherry st, Birmingham
Marchant, William Benjamin, Paddington green, W heelwright. Dec 12 at 12 at office of Wolseley, Lincoln's inn fields
Mason, James Frederick, Birmingham, Publisher. Dec 10 at 3 at office of Beale and Co, Newhall st, Birmingham
Park, John, Kendal, Westmorland, Innkeeper. Dec 11 at 11 at office of Thomson and Wilson, Finkle st, Kendal
Parkinson, George, Eccles, Lancaster, Bleacher. Dec 12 at 3 at office of Sale and Co, Booth st, Manchester
Petter, George Augustus, Martin's lane, Estate Agent. Dec 10 at 3 at 57, Coleman st. Young, Newgate st
Phillipps, James, Hackford, Norfolk, Farmer. Dec 8 at 12 at office of Bavin and Daynes, Castle meadow, Norwich
Reeve, William Richard, Reighton rd, Clapton, Builder. Dec 8 at 2 at Guildhall Tavern, Gresham st. Chapman
Rowley, John, Sheffield, Grocer. Dec 10 at 12 at office of Auty, Queen st, Sheffield
Scharlach, Robert Ernst, and Archibald Christie, Bradford, Shipping Merchants. Dec 6 at 3 at Law Institute, Piccadilly, Bradford. Atkinson and Wilson, Bradford
Smith, George Kay, and Thomas James Bell, North Shields, Ship Builders. Dec 8 at 11 at Golden Lion Hotel, King st, South Shields. Duncan and Duncan, South Shields
Stanton, Samuel, Birmingham, Machinist. Dec 7 at 3 at office of Price, Cherry st, Birmingham
Sutton, John Maule, Moreton cum Lingham, Chester, M.D. Dec 17 at 11 at office of Lawson and Coppock, Mount st, Manchester
Swann, James, Wolverhampton, Haulier. Dec 7 at 11 at office of Stratton, Queen st, Wolverhampton
Sykes, Henry, Belgrton, Derby, Brick Manufacturer. Dec 10 at 3.30 at office of Parker and Brailsford, North Church st, Sheffield
Vipont, Henry, and John Henry Cattanes, Leeds, General Dealers. Dec 7 at 2 at Manchester Hotel, Aldersgate st. Maud, Leeds
Weaver, David, Warwick, Bootmaker. Dec 11 at 11 at office of Heap, Castle st, Warwick
Weston, Thomas, Rowley Regis, Stafford, out of business. Dec 7 at 12 at office of Wright, High st, Cradley Heath, nr Brierley Hill
Whitaker, Charles, Cassland rd, South Hackney, Commission Agent. Dec 6 at 11 at office of Theodore, Old Broad st
Whitney, Joshua Charles, Salford, Yarn Agent. Dec 14 at 3 at office of Cobbett and Co, Brown st, Manchester
Wilson, Henry, Willoughby lane, Tottenham, Commission Agent. Dec 6 at 12 at Masons' Hall Tavern, Masons' avenue, Basinghall st. Bielloch, King st, Cheapside
Woodcroft, Joseph, Wallasey, nr Birkenhead, Licensed Victualler. Dec 12 at 3 at office of Banner and Co, Cook st, Liverpool. Ayrton and Radcliffe, Liverpool
Wool, John, Coatham, York, Grocer. Dec 7 at 3 at office of Bainbridge, Albert rd, Middlesborough
Wrangle, Henry, Blackburn, Cabinet Maker. Dec 11 at 3 at office of Riley, Astley gate, Blackburn
Wright, William, Nottingham, Provision Dealer. Dec 12 at 11 at office of Black, Low Pavement, Nottingham

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